## **CHAPTER 209**

## LOSS AND DAMAGE CLAIM PREVENTION AND ASTRAY CARGO PROCEDURES

## A. GENERAL

This chapter provides guidance for properly shipping and receiving Government cargo and for documenting astray cargo under the Government Cargo Recovery Effort (GOCARE) Program.

## B. SHIPPING AND RECEIVING RESPONSIBILITIES

- 1. The TO or receiving facility will:
  - a. Accept all government shipments. The TO will not refuse delivery of government cargo at their facility. There may be receiving exceptions for express carriers and USPS.
  - b. Receive copies of the shipping documents (BL), from the shipping office and establish a duein suspense file. If the cargo is not received, contact the origin shipper and or carrier. Initiate tracer and claim action, as appropriate.
  - c. Implement effective shipping and receiving procedures to minimize cargo loss and damage (See Figure 209-1, Shipping Checklist, Figure 209-2, Receiving Checklist, and Figure 209-3, Suggested PowerTrack Astray Cargo Procedures).
  - d. Document and resolve transportation discrepancies, to include misdirected and damaged cargo, IAW Chapter 210.
  - e. Submit changes to the Transportation Facilities Guide IAW Appendix A.
  - f. Conduct or arrange for comprehensive training of all personnel involved with packaging and documentation.

#### SHIPPING CHECKLIST

- ✓ Is the shipment routed IAW the priority?
- ✓ Is the freight properly prepared for shipment to withstand the ordinary hazards of transportation for the mode selected?
- ✓ When reusable shipping containers are used, are all previous markings completely obliterated?
- ✓ Are the shipping documents matched against the shipping labels to ensure correct and accurate shipping information?
- ✓ Is the BL accomplished completely and accurately IAW all current regulations and instructions?
- ✓ Is the transportation company hauling the freight contacted and given sufficient time to pick up the shipment?
- ✓ When the transportation company picking up the freight arrives, is the date and time recorded on the shipping records?
- ✓ Before the shipment is loaded on the carrier's equipment, do the shipping clerk and the driver jointly check the equipment?
- ✓ As the freight is loaded, is it counted and matched against the BL?
- ✓ Does the carrier's driver sign and date the BL to include the number of pieces in the shipment?
- ✓ Is the carrier driver's signature clear and legible?
- ✓ Does the carrier's driver receive the correct copies of the BL?
- ✓ Is the shipping information entered on copies of the shipping document?
- ✓ Are the consignee's copies of the BL and supporting documents sent to destination to assure arrival in advance of the shipment?

Figure 209-1. Shipping Checklist

## RECEIVING CHECKLIST

- ✓ Have all designated receiving personnel been trained in loss and damage prevention procedures and techniques?
- ✓ Was the carrier's delivery receipt annotated with the date and time the carrier arrived for unloading, the date and time the carrier departed, and the number of pieces unloaded?
- ✓ Was the carrier's vehicle checked for seal integrity prior to opening the trailer; were seal numbers written down on the carrier's delivery receipt?
- ✓ Were the labels on all containers checked to ensure the property belongs to your activity; did the labels match the pieces, TCN, and/or weight as shown on the carrier's delivery receipt or the BL (commercial or government)?
- ✓ Was each off loaded container checked for possible damage; was damaged property immediately brought to the attention of the carrier's driver?
- ✓ Was the carrier's delivery receipt annotated with the number of pieces damaged or short, along with the TCN number and type of damage (e.g., bent, crushed, leaking)?
- ✓ Did both the carrier's driver and the inchecker acknowledge the shortage or damage notation on the carrier's delivery receipt?
- ✓ Were photographs taken of damaged property?
- ✓ Was the carrier's representative called and a request made for an inspection of damaged property; was a record made of the name of the person contacted, date, and time of their response?
- ✓ When a carrier chooses not to inspect damaged property, did technically qualified personnel at your activity perform an inspection?
- ✓ On "free astray" or "dead head" bills, were the TCN, consignor, pieces, weight, and any other markings identifying the property written on the carrier's delivery receipt?
- ✓ When concealed damage was reported to the inchecker, did they immediately report the damage to the carrier's representative, obtain statements from personnel who found the damage, and report this information to the transportation OS&D clerk?
- ✓ Were all discrepancies reported to the transportation OS&D clerk immediately upon discovery?
- ✓ Is there a program in place to ensure all activities other than Transportation know the rules for accepting freight and annotating the carrier's delivery receipt?

Figure 209-2. Receiving Checklist

#### Suggested PowerTrack Astray Cargo Procedures

- 1. Weekly, complete a "find" transaction in PowerTrack for each carrier. The suggested search criteria is:
  - a. Date: Expected ship date older than 30 days.
  - b. Status: Service event not complete. Approval final.
- 2. Print results of the "find" query.
- 3. Verify each transaction was not canceled and that the cargo was, in fact, tendered to the carrier. At a minimum, obtain the first page of the BL. Verify receipt by the carrier by confirming a driver's signature on the BL.
- 4. Review BL for any additional problems with the shipment(s). Did the carrier report a shortage on the BL?
- 5. If there is no reason for the open transaction based on PowerTrack records or research, compose a letter or FAX to the carrier requesting proof of delivery (POD) and an update to the PowerTrack transaction within 15 days. Also include in the correspondence, "If no response or POD is received by \_\_\_(date)\_\_\_, the PowerTrack transaction for payment will be denied or canceled."
- 6. Place a "note" in PowerTrack stating what was done. Example: "Sent request to carrier for POD on \_\_(date)\_\_. Response required by \_\_(date)\_\_. Consider the volume of transactions being researched when creating the suspense date.
- 7. If no response is received from the carrier by the suspense date, deny or cancel the transaction. Place another "note" in PowerTrack stating why the reason for denial or cancellation.
- 8. If the carrier responds with "No POD Available" or "Shipment was short" contact the consignee to verify if they received the material or a partial shipment. Request a proof of receipt from the consignee.
- 9. If the consignee did not receive the material, notify the carrier and request they update the PowerTrack transaction. Notify the consignee that they should prepare and document a TDR for claim action and a Supply Discrepancy Report (SF 364) to get credit for the item(s) not received. Cancel or deny the transaction in PowerTrack with a note stating why.

Figure 209-3. Suggested PowerTrack Astray Cargo Procedures

# C. SHIPPING PROCEDURES

- 1. Outbound freight personnel will:
  - a. Ensure freight is packaged to withstand the ordinary transportation hazards based on the transportation mode selected.
  - b. Ensure documentation and labeling are complete and accurate. Labels will include, at a minimum, in-the-clear addresses for consignor and consignee; TCN, and piece count, e.g., "1 of 2", "2 of 2", etc.
  - c. Provide a legible copy of the BL or other shipping papers to the consignee(s), via electronic, FAX or REPSHIP (See Figures 204-7 and 204-8). See Appendix E for FMS shipments.
  - d. Consider increasing the declared valuation and pay additional minimal costs if a shipment requires additional coverage because of its sensitivity, scarcity, historical value, or other unusual characteristics. Government freight shipments moved by commercial carriers are subject to varying degrees of valuation, depending on the mode of shipment or the terms of

carriage. Shipping personnel will consult and follow military service specific guidance to determine when an increased, declared value is appropriate.

## D. DELIVERY PROCEDURES

- 1. Designated receiving personnel will:
  - a. Count all boxes, containers, and pieces received in each shipment.
  - b. Examine each item unloaded from the carrier's conveyance. When a box or shipment shows evidence of damage or pilferage, call it to carrier's attention and segregate these items from other unloaded items to ensure that a proper record is made.
  - c. Keep a record of piece count and condition of material when shipment is in-checked. This record will show shipment identification, carrier equipment number, time, date, seal number, condition of seals, and checker's name. Consignee's copy of the BL, a tally sheet, or other approved forms will be used.
  - d. Record any overage, shortage, or damage.
    - (1) When materiel received is in excess of the quantity shown on the BL, annotate carrier delivery receipt and report all overages and reconciliation IAW Chapter 210.
    - (2) Annotate original and consignee's copy of carrier's delivery receipt with specific identification of missing or damaged items. Sign and date all copies of the delivery receipt.
    - (3) Ensure the carrier's representative signs all copies of delivery receipt.
    - (4) Do not annotate the carrier's delivery receipt with comments such as "Subject to count and inspection."
  - e. Take photographs (before unloading, if possible) when damage exists or other conditions indicate loss or damage may exist.
  - f. If damage is noted after the carrier's representative departs, immediately contact carrier's nearest office to report the damage and request a shipment inspection.
  - g. Give the carrier up to seven calendar days to inspect the shipment. If the carrier waives inspection, make a record of the waiver; include the name of carrier representative, and the date and time the carrier waived shipment inspection. The carrier must FAX a statement waiving inspection. The FAX should include the carrier representative name, date, and time waived.
  - h. Avoid opening damaged freight until a carrier representative is present.
    - (1) Unless prompt unpacking reduces damage to a shipment, the shipment may be unpacked, or;
    - (2) Damaged freight creates a hazardous situation or presents a health risk. If this occurs, unpacking must occur immediately.
  - i. Obtain a copy of the carrier's inspection report to include in the TDR package. If the carrier assumes responsibility, obtain a certified statement attesting to this assumption.
  - j. Not release any TOP SECRET, SECRET, CONFIDENTIAL, sensitive, and technical supplies or equipment to a carrier for repair or salvage. Contact the appropriate IM for disposition instructions. (See Chapter 210)
  - k. Avoid discussing liability with the carrier.

l. Accept delivery of shipments damaged during transportation regardless of who has damagerisk responsibility and annotate the carrier delivery receipt.

# E. USING POWERTRACK TO IDENTIFY POTENTIAL LOST, DAMAGED OR ASTRAY CARGO

US Bank's PowerTrack system can be used proactively to identify potential lost, damaged or astray cargo. Shippers and carriers using the PowerTrack "matching model" have a perfect opportunity to identify shipments made but not delivered. In the matching model, the shipper establishes the PowerTrack transaction and the carrier posts delivery information. Shipments made but not delivered within 30 days are potential lost, damaged or astray cargo candidates. Using PowerTrack to identify these shipments is relatively easy using the "find" transaction. Routinely identifying undelivered shipments and beginning the research process while the records are still active improves the success rate in finding astray freight or identifying lost/damaged cargo. If the cargo cannot be located after research is completed, the customer can be notified to take action to document and report the discrepancy for claim action and to reorder the material. PowerTrack is one more tool to use for researching undelivered shipments and offers a way for shippers to provide better support to their customers. Figure 209-3 provides recommended steps to take in the identification process.

## F. GOCARE PROGRAM

- 1. The MTMC Pamphlet GOCARE Committee Handbook and Directory provides commercial carriers with points of contact to resolve astray government shipments. MTMC sponsors and coordinates GOCARE Committees to survey carrier facilities and reduce astray cargo. Selection of one or more committee members (CM) will be coordinated with the TOs of major activities located within defined geographic areas.
- 2. TOs, Contract Management Officers (CMOs) or CMs will visit carrier facilities quarterly to locate government cargo. Carriers will be encouraged to notify TOs, CMOs, or CMs of suspected astray government cargo in their terminal or warehouse. Carriers will be provided the GOCARE HOTLINE number, 800 631-0434.
- 3. Until final disposition is determined, a carrier may deliver astray cargo identified as government property to the local TO to hold. In such cases, the TO will furnish a carrier receipt and follow the TDR procedures in Chapter 210.
- 4. Additional information on the GOCARE program can be found in MTMC pamphlet, GOCARE Committee Handbook and Directory. Copies may be obtained from:

MTMC Operations Center Attn: MTOP-GD-CS 661 Sheppard Place Fort Eustis, VA 23604-1644

The pamphlet is also available at <a href="http://www.mtmc.army.mil">http://www.mtmc.army.mil</a>. Click on "Freight/Cargo," then click on "Guidelines."

## G. GOCARE RESPONSIBILITIES

- 1. The MTMC Operations Center will:
  - a. Develop and administer the GOCARE Program.
  - b. Evaluate the effectiveness of the GOCARE Committees.
  - c. Analyze GOCARE Committee reports for trends or weaknesses and provide feedback to TOs and CMs.

- d. Coordinate changes to the directory portion of the <u>GOCARE Committee Handbook and</u> Directory.
- e. Provide training to GOCARE CMs.

## 2. GOCARE Committee Chairpersons will:

- a. Assign GOCARE CMs to carrier terminals and warehouses within their geographic area.
- b. Provide reporting procedure guidance to the GOCARE CMs.
- c. Provide an updated list of all CMs to the MTMC Operations Center (MTOP-GD-CS), at Commercial: 757 878-8622; DSN: 826-8622; e-mail: mtfeastrayfreight@mtmc.army.mil on a quarterly basis or when a change is made.
- d. Provide the following information to the MTMC Operations Center (MTOP-GD-CS) quarterly:
  - (1) Number of terminals visited or contacted.
  - (2) Number of astray shipments located.
  - (3) Value (actual or estimated) of shipments located. If the actual value is not known or cannot be determined, an entry of \$500 will be made as the value of each shipment located. If the astray shipment has a complete NSN and the CM cannot determine the cost, contact the MTMC Operations Center (MTOP-GD-CS) at Commercial: 757 878-8622 or DSN: 826-8622.
  - (4) Amount of time expended performing astray freight duties.

#### 3. GOCARE CMs will:

- a. Make quarterly visits to assigned commercial carrier terminals and warehouses to locate astray government freight. Visits may also include FMS freight forwarder warehouses and US Customs warehouses. Telephonic coordination is also an acceptable means.
- b. Encourage local commercial carrier terminal managers to participate in the GOCARE Program.
- c. Make every effort to identify consignor, consignee, or destination of cargo. Open and examine containers in the presence of the carrier's representative. If the consignor or consignee cannot be identified, contact the IM of the commodity for disposition instructions when the DD Form 1348-1A, (See Figure 202-5) indicates the Routing Identification Code (RIC); e.g., S9C, S9G, etc., in blocks 67-69. In the absence of the RIC, if the NSN is available, the first four digits; e.g., 4210, fire-fighting equipment, utilize the Federal Supply Class (FSC) assignments to DLA/GSA for Integrated Management. Information can be found at the DLA <u>Customer Assistance Handbook</u>, on the website at <a href="http://www.supply.dla.mil/CustomerHandbook/index.asp">http://www.supply.dla.mil/CustomerHandbook/index.asp</a>. (See Chapter 210 for the IM POC.)
- d. Furnish forwarding instructions to carrier for astray cargo.
- e. Record all information for each astray shipment on SF 361, Transportation Discrepancy Report, IAW Chapter 210.
- f. Refer problems to and/or request assistance from the MTMC Operations Center (MTOP-GD-CS), at Commercial: 757 878-8622 or DSN: 826-8622; e-mail: mtfeastrayfreight@mtmc.army.mil.

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## **CHAPTER 210**

# TRANSPORTATION DISCREPANCY REPORT (TDR)

## A. GENERAL

- 1. This chapter prescribes responsibilities and procedures for reporting transportation discrepancies involving commercial carriers and military shippers worldwide. The Services, DLA, and GSA approved these procedures.
- 2. Purpose: TDRs are created for two purposes:
  - a. To document loss of or damage to government material to support the filing of claims against carriers for Government reimbursement. If a claim is not filed, the Government is not compensated by a carrier for loss/damage, which leaves the Government, and thereby the taxpayer, to pay the bill.
  - b. To document shipper-related discrepancies, e.g., those associated with HAZMAT requiring corrective action, as appropriate.
- 3. This chapter provides the receiver with rules to:
  - a. Document facts and evidence to claims offices (DFAS) for each of the Services, DLA, DCMA, and the GSA National Customer Service Center to support loss and damage claims against the carrier or contractor to ensure recovery of government funds.
  - b. Provide facts to the MTMC Operations Center and other responsible activities for use in loss and damage prevention.
  - c. Provide proof of transportation discrepancies so changes can be made to financial records, property, and inventory files, and dependent on Service and Agency policy, to the IM who can reissue the lost or damaged material.
- 4. Report transportation discrepancies involving motor, air, water, rail, and small package commercial carriers. Use the procedures in this Chapter for discrepancies involving:
  - a. Astray cargo.
  - b. Shortage.
  - c. Pilferage.
  - d. Theft.
  - e. Damage.
  - f. Vandalism.
  - g. Material overage.
  - h. Contract services not provided.
  - i. Non-conformance with HAZMAT shipping requirements.
- 5. For miscellaneous transportation discrepancies, see Paragraph H.

## **B. RESPONSIBILITIES**

- 1. The MTMC Operations Center, MTOP-GD-CS will:
  - a. Serve as the DOD TDR Program Manager for the Worldwide Cargo Loss and Damage Prevention Reporting and Analysis System.

- b. Take necessary measures to determine the effectiveness of and weaknesses in the system and provide recommendations to DOD Components for improvement or corrective action(s).
- c. Develop and administer the system, as well as the GOCARE Program in coordination with the DOD Components.
- d. Provide data, analysis, information, and reports to DOD components, DFAS, and GSA to determine trends, changes required for claims prevention, and procedures to reduce loss and damage.
- e. Assist DOD and GSA components in resolving transportation discrepancies.
- f. Assure that published regulatory guidance meets the needs of the military and federal agencies involved with the TDR program.
- g. Provide TOs with timely, adequate training and assistance in the preparation and submission of TDRs and the operation of the GOCARE Program.
- h. Provide assistance to theater CDR Area Monitoring Offices (AMOs); review and comment on all AMO implementing instructions.
- i. Monitor TDR actions and initiate investigative or corrective actions affecting CONUS and OCONUS locations assigned to the US Joint Forces Command.
- j. Input manually prepared TDRs into the ETA system.
- k. Provide TDR training assistance and advice.
- 1. Monitor the TDR performance of field activities that fail to respond to Request for Information (RFI) tracers; take action to ensure prompt and accurate replies in the future.
- m. Assist finance centers and claims offices in obtaining shipment and discrepancy information to resolve transportation discrepancies.
- 2. Theater CDRs will establish an AMO that:
  - a. Monitors TDR actions within its AOR.
  - b. Provides training assistance and advice, as required, to ensure compliance with this Regulation.
- 3. DOD Components (Services/Agencies) will:
  - a. Monitor subordinate activities' compliance with the TDR Program.
  - b. Provide assistance IAW this Chapter and Chapters 209 and 211.
  - c. Promote and ensure participation in the TDR Program.
  - d. Provide Service/Agency-related policy guidance to TOs who are responsible for preparing discrepancy reports.
- 4. TOs and Receiving Officers will:
  - a. Take proactive steps to identify potential lost, damaged, or astray cargo. Refer to Chapter 209.
  - Document and submit TDRs on all transportation discrepancies in shipments received at their activity, including TDRs on military mobilizations and exercises, IAW TDR reporting standards.
  - c. Respond to RFIs, TDRs, and any other requests for information within established timeframes.

- d. Provide procedures for discrepancy reporting on shipments received by off-site and tenant activities.
- e. Ensure procedures for obtaining actual repair cost statements and repair cost estimates, as appropriate, are followed as they apply to the activity. (See Chapter 211)
- f. Investigate and gather facts relating to each shipment discrepancy to support Government claims against the responsible carrier.
- g. Notify the appropriate security and law enforcement elements upon loss of classified/protected material, if loss, pilferage, theft, damage, or vandalism is readily apparent.
- h. Notify Defense Investigative Service cognizant security office of classified material security violations according to DOD 5220.22-M.
- i. Furnish documentation to support a contractor's claim against a carrier for FOB destination shipments; use the SF 361, <u>Transportation Discrepancy Report</u>, Figure 210-1, for this purpose.
- j. Review each TDR before forwarding to the appropriate finance center or claims office to ensure that:
  - (1) Carrier responsibility is established and supported with documented evidence.
  - (2) Amount of loss/damage is supported with documented evidence citing the actual expense of repairing or replacing the lost or damaged material. Use estimated repair costs only when repairs will not be made, repairs will be delayed due to lack of parts or backlog in the repair facility, or the damaged property must be shipped to another facility for repair.
  - (3) Items shipped to the repair facility are adequately marked so the repair facility can identify them and maintain separate repair cost records for claim action.
  - (4) Controls are in place to ensure action is taken on correspondence from the finance center or claims office IAW established TDR reporting standards.
- k. Ensure that transportation discrepancies of less than \$500.00 in value are documented, reported, and settled at the local level.
- 1. For SAP (FMS or Grant Aid) deliveries to overseas destinations, US Military Representatives such as Security Assistance Officers (SAOs) perform the TDR functions of a Receiving Officer. This applies primarily to Grant Aid and DTCs 9 and 7 FMS shipments.

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Figure 210-1. SF 361, Transportation Discrepancy Report (TDR),

(Source Document for Claims)

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Figure 210-1. SF 361, Transportation Discrepancy Report (TDR), (Source Document for Claims) (Cont'd)

## 5. CMOs will:

- a. Take proactive steps to identify potential lost, damaged, or astray cargo. Refer to Chapter 209, Paragraph E.
- b. Ensure prompt, accurate reporting of discrepancies for inbound shipments at contractor plants.
- c. Respond to TDR RFIs.
- d. Take corrective action to prevent further discrepancies.
- e. Investigate each discrepancy and gather facts to support claim actions.

## 6. Finance Centers/Claims Offices will:

- a. Make final determination of liability and measure of damage.
- b. File an SF 362, <u>U.S. Government Freight Loss and/or Damage Claim</u>, Figure 210-2, to complete formal claim actions.
- c. Conduct an investigation and respond to all carrier protests, declinations, and compromise offers pertaining to claims filed by their office.
- d. Take collection action.
- e. Handle claims to conclusion, to include furnishing administrative reports to the US General Accounting Office and litigation reports to the US Department of Justice, when required, because of uncollectible debts, carrier bankruptcy debts, or compromise offers of \$20,000 or more.
- f. Act in an advisory capacity for locally filed claims.
- 7. Transshipment Activities, Terminal Operations, and CCPs will prepare and distribute initial notifications to the reporting activity, transshipment point, consignor, shipper, consignee, and final destination. (See Figure 210-3, SF 361, Discrepancies Discovered by Other Agencies.)
- 8. Security Assistance Implementing Agency (IA) centers or commands will advise and assist incountry SAOs regarding TDR submission for DTS-delivered SAP shipments.

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c. CITY	<u> </u>		d. STATE	e. ZIP C	ODE	-	. DATE	ISSUED				
	7. CONSIGNEE			l						8. CONSIGNO	R	
a. NAME						ā	. NAMI					
b. STREET AD	DRESS					ŀ	. STRE	ET ADDF	RESS			
c. CITY			d. STATE	e. ZIP C	ODE	-	. CITY				d. STATI	E e. ZIP CODE
0. MODE OF T	FRANSPORTATION CODE:						O BAS	IS EOR	CLAIM CODE:		1	
	S PRO/FREIGHT BILL 12. CARRIER	S ST	ATEMENT	OR VOU	CHER		CHARG		2b. DATE PAID	13. DATE C	CARRIER S	IGNED FOR SHIPMENT
NO.	NO.					(\$)						
14. CONVEYA	NCE (Car, truck, vessel, etc.) (Specify	type	and No.)			15 D	.O.V. N	IUMBER		16. BUREA	U VOUCHI	ER NUMBER
17.	a. TYf	PE				b. N	JMBER			18. DOCK	RECEIPT N	UMBER
ACQUISITION DOCUMENT		ITRA	СТ	OTHER (S	pecify)							
	19. ACCOUNTING FUND CLAS		MOITA						20 CAF	RRIER INSPECT	IONs	<u> </u>
a. UNEARNED						a. IN	SPECTI	ON				
							YES		NO	☐ WAIV	'ED	
b. PROPERTY						b. N	AME OF	INSPEC	TOR			
	21.	DES	CRIPTION	AND VAL	UE OF A	RTICL	ES LOS	T AND/	OR DAMAGED			
					ARTIC			0	UANTITY	WEIGH	-tT	VALUE (\$)
COMMO	DITY DESCRIPTION AND NATIONAL S	100	K NO. (III	any)	ICh	eck or b.	ne)		с.	*******		(Explain in Item 23)
	a.				LOST	DA	MAGED	UNIT	NO. OF UNITS	d.		е.
					<del> </del>	+						· · · · · · · · · · · · · · · · · · ·
						1						
								f. TOTA				
		g. U	NEARNED	FREIGHT	RATE			I 6	AMOUNT OF CL	AINA // ina f m/s	us Line al	
i. AMOUNT DI	JE FROM CARRIER (Enter amt. shown	on Li	ine h unles	s reduced	because i	of rele	ased or					
	GBL MEMO COPY	T		TION CER			T		HER (Specify):			
22. SUPPORTING	PIER CLERK DELIVERY RECEIPT	T	CARRIE	R OS&D R	EPORT			23. REM	MARKS (Continu	e on reverse)		
DOCUMENTS (Check as		I		OR CER		OPY						
appropriate)	CARRIER'S PRO/FREIGHT BILL NO.  EAM LISTING	+		STATEME G WEIGHT		ICATE	_	-				
	EAW LISTING			REMITTAL		T				b. MAIL TO		
	24. PAYING INSTRUCTIONS		PAYAE	BLE TO		Ī	NAME					
	y of this document with remittance. We r documentary evidance of refutation is								V			
received with	in one hundred twenty (120) days from	the				1	STREET	ADDRES	SS			
	LAIM, the cliamed amount will be deduc bills. NOT APPLICABLE WITH RESPEC						CITY				ISTATE	ZIP CODE
	GAINST INTERNATIONAL AIR CARRIER											
		_			CLAIM P	REPA	RD BY					
a. NAME OF A	ACTIVITY		b. SIGNA	ATURE							d. DATE	PREPARED
			c. TITLE								e. DATE	OF CLAIM
ALITHODIZED	FOR LOCAL REPRODUCTION	_							ç	TANDARD	FORM 3	62 (REV. 5-97)
Previous edition										escribed by GS		

Figure 210-2. SF 362, U.S. Government Freight Lost/Damage Claim

23. REMARKS	
INSTRUCTIONS FOR	PREPARATION
mornochonor or	THEFANATION
This form shall be prepared in a sufficient number of copies so that the original and	one convican be mailed to the carrier, and additional distributionmide in accordance
with agency requirements. Detailed instructions are provided below for those items which	
Items 1, 3, 9, and 10 - For optional use by civilian agencies -	Item 21d - Enter weight of units short; weight of units or components
primarily for use by military activities.	rejected to carrier account of damage beyond economical repair.
Item 2 - Enter file reference or agency number, as appropriate.	Item 21e - Enter actual value of units (not released or declared value).
Item 4 - Leave blank unless carrier has assigned a claim number and	Item 21g - Enter freight rate, total weight, and amount of unearned
requested its use.	freight for which carrier has been paid and which must be refunded.  (When different rates apply to different units, enter "See Item 23" in
Item 11 - Enter applicable carrier transportation reference number (e.g., waybill, lading, delivery receipt, etc.).	spaces for rate and weight and show computations in Item 23.).
Item 18 - Enter dock receipt number for ocean shipments.	Item 25a - Enter name of activity preparing claim; also enter address if
Item 19 - Enter accounting fund classifications to be credited with	different from address shown in Item 7.
collections from carrier for unearned freight and property. (If same for	Item 25d - Enter date claim is prepared.
both, enter classification in Item 19a and use ditto marks in Item 19b.).	Item 25e - Enter date on which claim is mailed to the carrier.
	STANDARD FORM 362 (REV. 5-97) BACK
	OTTALE TO THE OUT HELT ONLY DIGHT
I and the second se	

Figure 210-2. SF 362, U.S. Government Freight Lost/Damage Claim (Cont'd)

Department of De	efense	<b>←</b>	USE COD	ES AND	Depart	ment of I	Defense Reg	ulation 450	0.9-R, Defense	Γransportation	Regulation			
OR Civilian Agencies	s	•	FOLLOW INSTRUC SET FORT		• FPMR	(41 CFR	) 101-40.7 o	r FPMR (4	I CFR) 101-26.	WHEN REP	ORTING TO	GSA OR I	OOD	
TRANSP	ORTATION DISC REPORT	CREPA	NCY	1. DATE 3161				2. RI	EPORT NUM	BER			ORM APPRO MB NO. 3090-	
	☐ REQUEST F	OR IN	FORMATIC	ON (RFI)	PAI INITIAL NO	RT 1 OTIFIC	CATION	,	MISCE	LLANEOUS	S PROBLE	MS		
3. TO							598		CTIVITY RMY TRANS 09-5000	PORTATIO	N TERMIN.	AL	WK3F0	ΟΥ
	DR ID INDUSTRIAL S X, VA 23511-5000	SUPPLY	CENTER		N45631		CDR, E	- EUROF	N DISTRIBU PE	TION				
7. SHIPPER SAME AS BLO	OCK 5								JTING AND ENDENCE A			O33IN2		
					N45631		SLI	ND						
9. POINT OF C	ORIGIN							RRIER'S I N/A	PRO/FREIGI	IT BILL NO				
11. DESTINAT	ΓΙΟΝ						12. BIL		DING NO./TY	PE				
13. MODE CODE Z	14. DATE CARE SIGNED FO SHIPMENT			E CONSIGNEE EIVED SHIP - T		ATE DIS EPANC SCO VEI 3116	Y		TE CARRIER TIFIED	18.	NAMEOFP	MR. HA	CONTACTED RRY SMITH 465-0960	
19. SEAL NUM	MBERS AND CON	DITION	I				Ц			l .				
INTA	CT BRO	KEN/M	ISSING (Inc	clude details)		577	65							
	ISITION NT AND/OR	CO	MMODITY	DESCRIPTION	TYPE	OU.	ANTITY	TYPE		1	ISSUE DAT		DED 4 NEE	VALUE
TRANSPORA	TION CONTROL NO.	NAT	AND TONAL STO	/OR OCK NO. (NSN)	OF PACK	CR	DIS- EPANT ECES)	AND CAUSI CODE	E UNIT O		ED/	UNITS	WEIGHT	OR COST OF REPAIRS
	20		2	1	22		23	24	25	20	5	27	28	29
HX8AA	AUTOAT-		POTATO 8940-00		CD		17	SK						
HX8AA	AUTOAT-		TORTILA 8940-00	A CHIPS	CD		4	SK						
	(See preparation ins AS LOADED ON AI EBOX								ITH TWO-FO	OT 4X4'S N	AILED TO T	ГНЕ TRA	ILER FLOOR	ON ALL FOUR
31A. NAME OF RONDA A. FOR	PREPARER ( <i>Type</i> RTSON	or print)					31B. T		ANSPORTAT	ONOFFICE	R			
31C. TELEPHO (703) 428 -2294	ONE NO. DSN 328	3	31D. SIGN	IATURE				RONDA	A A. FORTSO	N				
32. REPLY														
33A. NAME OF	RESPONDENT (T	ype or pri	int)								33B. TE	ELEPHO	NE NO.	
33C. ADDRESS	S			33D. S	IGNATURE					33E. DATE	1			
NSN 7540-00-96	5-2403			361-10	7				STANDAI	D FORM 36	1 (REV 3-84)	(FG)		

Figure 210-3. SF 361, Sample for Discrepancies Discovered by Other Agencies

#### C. EXCEPTIONS

This Chapter does not apply to:

- 1. Reporting, IAW Chapter 207, e.g., carrier equipment that cannot meet the safety requirements for moving HAZMAT.
- 2. Reporting, adjusting, and accounting for supply (item) discrepancies; preservation, packaging, packing, and supply item identification marking; lost or damaged parcel post shipments; or Presidential Determination shipments under the International Logistics Program. Report these discrepancies on an SF 364, Report of Discrepancy (Supply Discrepancy Report), Figure 210-4. (See: http://www.supply.dla.mil/pdfs/dlar414055.pdf)
- 3. Reporting discrepancies under the GSA Government Purchase Card or the GSA SmartPay Purchase Card.
  - a. GSA Government Purchase Card: If a discrepancy occurs on a shipment paid for under the GSA Government Purchase Card program, cardholders must contact the material vendor to resolve the discrepancy IAW GSA procedures. If billing adjustments do not show up in next month's bill, a dispute form (Form CSQICPPPUR, <u>Cardholder Statement of Questioned Item</u>) will be completed and mailed to the bank representing the GSA Government Purchase Card. Obtain the form from the bank by calling toll-free 888 994-6722.
  - b. GSA SmartPay Purchase Card: If a discrepancy occurs on an order and/or shipment paid for under the purchase card program, the cardholder must contact the responsible vendor/carrier to resolve the discrepancy.
- 4. Loss and damage to personal property, unless that loss and damage happened to be property consigned to transshipment activities for movement overseas or the discrepancies resulted from movements by AMC or by MSC.
- 5. Shipments of bulk petroleum via all modes, e.g., tanker, pipeline. (See DOD 4140.25-M, <u>DOD Management of Bulk Petroleum Products, Natural Gas, and Coal</u>, Volume II, Chapter 5, at: <a href="http://www.dlaps.hq.dla.mil/dodm4140.25.htm">http://www.dlaps.hq.dla.mil/dodm4140.25.htm</a> for SF 361 requirements.)
- 6. FMS Shipments.
  - a. TDR procedures apply to any SAP shipment made within the DTS. This includes FMS program shipments to overseas destinations and PODs (DTCs 7, 9, G, and J), to DOD CONUS POEs (DTCs 8, B, and C) and to DOD/USG CONUS-located activities and contractors (DTC 2). TDRs for overseas deliveries will be submitted by DOD POD personnel (if any) or by US Military Representatives assigned to the Customer Country, e.g., SAOs. TDRs for shipments arriving at CONUS POEs with discrepancies will be submitted by CONUS port personnel. Discrepancies for shipments sent to CONUS-located DOD/USG locations will be submitted by receiving personnel.

REPORT OF DISCREPANCY	(ROD)			1. DATE OF PREPARATION 2. REPORT NUMBER								
SHIPPING	PACKA	AGING					-					
3. TO (Name and address, include ZIP Co	ode)			4. FROM (Name and address, include ZIP Code)								
AND THE RESIDENCE OF THE PARTY				Sh NUMBER AND DATE OF TANKSON TANKS								
5a. SHIPPER'S NAME				Sb.I	OICE OICE	DATE OF	6. TRA	6. TRANSPORTATION DOCUMENT NUMBER (GBL, Waybill; TCN, etc.)				
7a. SHIPPER'S NUMBER (Purchase Order/Shipment, Contract, etc.)	76. OFFIC	E ADMINIS	TERING	CONT	TRACT			REQUISITIONER'S NUMBER (Requi- ion, Purchase Request, etc.)				
							L					
9. SHIPMENT, BIL		UNIT	QUANT	ITY		10.		NCY DATA	T	11. AC- <sup>2</sup>		
NSN/PART NUMBER AND NOMENCLATURE	)	OF ISSUE	SHIPPE	D/	RECEIVED	QUAN- TITY	PRICE	COST	CODE1	TION		
(a)	(c)		(d)	(a)	(b)	(c)	(d)					
12. REMARKS (Continue on separate sh	eet of paper	if necessary	)		***************************************							
	1DISCREP/	ANCY COD	ES					<sup>2</sup> ACTION	CODES			
CONDITION OF MATERIAL C1 — In condition other than that indic	ated on	PRODU	CT QUAL	ITY I	DEFICIENCIES al (Applicable to	o Grant Ai	1A-	Disposition i	nstruction	s re-		
release/receipt document C2 — Expired shelf life	ateu on	SHORT	nd FMS sh AGE OF N	ipme IATE	nts only)		18	Material beir	ng retained	(See		
C3 — Damaged parcel post shipment SUPPLY DOCUMENTATION D1 — Not received		ı	init of issu	e paci	an that on receipt that requested		1 10	Supporting s tion requeste Material still shipment (N	ad.			
D2 — Illegible or mutilated D3 — Incomplete Improper or without a (Only when receipt cannot be pro	authority perly	S3 — N ITEM T Plates, L	Non-receipt ECHNICA og Books,	t of p L DA Oper	arcel post ships TA MARKING ating Handbook	nents S (i.e., Nai ks. Special	me i	shipment (N (FMS) Local purcha				
processed) MISDIRECTED MATERIAL M1 — Addressed to wrong activity		Instructi T1 - N	ions, etc.) Aissing Hegible or	mutil	lated			returned at s	upplier's e sition instr	expense		
M1 — Addressed to wrong activity OVERAGE/DUPLICATE SHIPMENTS O1 — Quantity in excess of that on rece ment	ipt docu-	T3 - F	Precautions nspection	ary or data i	perational mark missing or incor perating data mi	ings missir npiete ssing or	1F	to the contra within 15 da verse) (Not Replacemen	ys (Reply applicable	on re- to FMS)		
O2-Quantity in excess of that requested than unit of issue pack)	d (Other	т6 — i	ncomplete Varranty d	ata m			1G-	(Not applica Reshipment	ble to FM not requir	S)		
O3 — Quantity duplicates shipment PACKING DISCREPANCY PI — Improper preservation		separate W1 — I	copy in It	em 9	above)	n qs a	1	No action re	quired. In			
P2 — Improper packing P3 — Improper marking P4 — Improper unitization		OTHER	Jnacceptat DISCREP ee remarks	ANC	IES		12-	Other action remarks)	requested	l (See		
13. FUNDING AND ACCOUNTING DA	TA											
14a. TYPED OR PRINTED NAME, TITE	E, AND PH	ONE NUMI	BER OF F	RE-	14b. SIGNATI	JRE						
PARING OFFICIAL					* .							
15. DISTRIBUTION ADDRESSEES FOR	R COPIES				L							
,	,									-		
364~103 7540~00~159~	4442	(1	Previous e	dition	is obsulete.)		STAN Presc	NDARD FOR	M 364 (R	EV. 2-80) 01-26.8		

Figure 210-4. SF 364, Report of Discrepancy (ROD)

16. FROM:	17. DISTRIBUTION ADDRESSEES FOR CO	OPIES
18. TO:		A PART OF THE PART
•		
		envelope to mail it. Insert name and
	address, incl	uding ZIP Code,
		typing space below Each address line
		ctend beyond right
		must not exceed pace typing lines.
	Tour single s	pace typing illes.
19. IN ACCORDANCE WITH NOTICE OF DI	SCREPANCY ON FACE OF THIS FORM:	
a. MATERIAL DOCUMENT NUMBER		
HAS BEEN BE SHIPPED	b. NO RECORD OF SHIPMENT. RES	PRIATE REGULATION.
AN ADJUSTMENT IN BILL-	I INVOICE/BILL   Shipmer	OF DELIVERY (Parcel Post
c. PROCESSED AS A: CREDIT DEBIT	d. L ATTACHED  e. L SHIPME	NT ENCLOSED.
AN ADJUSTMENT IN BILLING FOR THE REPORTED DISCRI	EPANCY WILL NOT BE PROCESSED FOR	THE FOLLOWING REASON
(1) REASON FOR NOT PROCESSING	(2) PRESCRIBING REGU	LATION
(a) DISCREPANCY WAS NOT REPORTED WITHIN THE TIME	(a) CHAPTER 5 OF THE GSA HANDB DEFICIENCIES IN GSA OR DOD S OR BILLINGS (FPMR 101-26.8)	OOK. DISCREPANCIES OR
FRAMES ALLOWED AND/OR		
(b) DOLLAR VALUE DOES NOT MEET THE CRITERIA PRE- SCRIBED IN THE REGULATION OR AGREEMENT INDI- CATED IN 19f(2)	(b) CHAP. 2 AND/OR 7 OF DOD 4000 ARD BILLING SYSTEM (MILSBIL DOD OFFER AND ACCEPTANCE,	LS) AND/OR DD 1513, U.S. AS APPLICABLE
20. THE FOLLOWING DISPOSITION IS TO BE		
□PROCESS FOR DISPOSAL IN ACCORDANCE □ REPRE	SENTATIVE WILL CALL FOR DISCUS-	DAYS
a. PROCESS FOR DISPOSAL IN ACCORDANCE b. REPRE-	ONCERNING DISPOSITION IN:	DAYS
c. RETAIN MATERIAL AT, NO CHARGE. d. MATER	NAL WILL BE PICKED UP IN:	
		I
e. SHIP MATERIAL (Specify location):		
(1) GBL APPROPRIATION CHARGEABLE:		
(2) CHARGES COLLECT-VIA: FREIGHT EXPR	ESS PARCEL POST (\$post	age advanced herewith .
	NOTE: Please et	nclose postage. Material ed Parcel Post collect.)
(3) L PARCEL POST LABEL ATTACHED (4) L FREIC	SHT PREPAID	
f. L_OTHER (Specify)		
		DATE
21. IF MATERIAL IS STILL REQUIRED, SUBMIT NEW REQUISITION 22. MATE	ACEMENT WITH SATISFACTORY RIAL WILL BE MADE ON OR BEFORE:	1
23. REMARKS (Continue on separate sheet of paper if necessary)		
24a, TYPED OR PRINTED NAME AND PHONE NUM-  24b, SIGNATUR	OF.	24c. DATE
BER OF PREPARING OFFICIAL		Z4C. UMIE
	STANDARD F	ORM 364 BACK (REV. 2-80)
	31 VIII VIKO L	arm and arrest (met. r.oo)

Figure 210-4. SF 364, Report of Discrepancy (ROD) (Cont'd)

- b. TDR procedures do not apply to FMS materiel shipped to non-DOD consignees within the CONUS; e.g., FMS freight forwarders, Customer Country embassies etc., or carrier facilities identified in NOA responses. However, different policies and procedures apply to prepaid shipments (DTCs 5 and H) and non-prepaid shipments (DTCs 4 and E).
  - (1) Prepaid shipments to these destinations, regardless of the funding source, involve a contractual relationship between a DOD/USG shipping activity and the inland CONUS carrier. The consignee cannot submit claims or tracing requests directly to the carrier. As non-DOD/USG entities, they cannot submit TDRs. For these reasons, the freight forwarder or the Country Representative will report these discrepancies to the DOD shipping activity with a letter or memorandum. The shipping activity will use these reports to initiate tracers or damage claims with the inland CONUS carrier. The proceeds from claims will be forwarded to the Customer Country's account held at DFAS-Denver.
  - (2) Non-prepaid shipments can either be picked up at a CONUS shipping activity by freight forwarder/Customer Country-arranged transportation or they may be released by the shipper to the freight forwarder under a Collect Commercial Bill of Lading (CCBL). In either case, all requests for tracing actions or claims for damages must be submitted to the carrier by the consignee. The shipping activity will not involve itself with the carrier in these actions.
- c. Non-transportation discrepancies will be reported under SDR procedures. Customer Countries report these discrepancies on a Standard Form (SF) 364. See DLAI 4140.55, AR 735.11-2, SECNAVINST 4355.18A, AFJAM 23-215, for SDR procedures at: <a href="http://webl.deskbook.osd.mil/data/002pidoc.doc">http://webl.deskbook.osd.mil/data/002pidoc.doc</a>.
- 7. Overages and shortages on single consignee SEAVANs or containers that were loaded at the supply source and were unstuffed by the cargo consignee with original seals intact. Report these overages and shortages on a SF 364. Transshipment points (CCP, ports, and BBP) are not supply sources for purposes of this exception.
- 8. Dunnage and lashing gear, e.g., lumber and wood products, wire, wire rope, turnbuckles, clips, chains (other than those items identified as recoverable according to current individual Service policy and procedures), used to fasten cargo to prevent shifting during transportation.
- 9. Discrepancies that  $\infty$  cur in the movement of material to or from on-station sites or satellite activities using equipment assigned to a government activity, vendor, or contractor operation.

## D. REPORTING PROCEDURES

- 1. To report a discrepancy:
  - a. The consignee will:
    - (1) Prepare an Advisory Action RFI message for classified or protected shipments within 24 hours from the date the discrepancy was discovered.
    - (2) Provide a copy of an RFI to the carrier within seven calendar days from the date the discrepancy was discovered for a non-classified/non-protected shipment. US Military Representatives serving as SAOs in Recipient Countries receiving SAP material via the DTS will submit all RFIs and TDR packages directly to the MTMC Operations Center indicated in Paragraph I.1. below.
    - (3) Prepare, document, and submit a TDR for loss and/or damage claim action to the appropriate finance center/claims office. See Paragraph D.1.a.(2) above.

- (4) Report astray freight recoveries using the guidelines in Chapter 209.
- (5) Obtain a billing adjustment/credit. A copy of the SF 361 should be sent to the applicable ICP, e.g., Defense Supply Center. The completed TDR must be provided to the ICP to receive repair and disposition instructions. Customers must request credit within nine months of receipt or expected receipt of the materiel. Routing Identification Code, which identifies the Defense Supply Center where the materiel originated, is found at positions 67-69 of the DD 1348-1A. (See Figure 202-5) Make the request for credit in the "REMARKS" section, Block 30 of the SF 361. Deposit credit in the account of the requisition originator. Provisions of this subparagraph do not apply to FMS shipments because of title/ownership transfer.
- b. Activities other than the consignee will:
  - (1) Prepare an initial notification SF 361 by completing Block 1 and Blocks 4 through 31. (Appendix I provides instructions for completion of the SF 361.) Block 30 should contain the probable responsible party for the discrepancy, e.g., carrier, transshipment activity.
  - (2) Distribute the completed SF 361. Forward original, with enclosed supporting documents, to the consignee within seven calendar days of identifying the discrepancy.
  - (3) Maintain a file copy.
  - (4) Forward one copy to the carrier explaining that the carrier's response should be sent to the consignee identified in Block 6 of the TDR.
  - (5) Send a copy to the AMO for OCONUS activities.
  - (6) Report astray cargo using the guidelines in Chapter 209.
- 2. Timeframes for submitting transportation discrepancy reports:

Type of Discrepancy Message/Document (SF 361)	Classified/Protected Shipments and All Shipments of AA&E	Unclassified/Unprotected
Advisory or RFI Message	Immediately, via telephone	Within seven calendar days of discovery
Follow-up Notification Message	Within 24 hours via message	Not required
Advisory/RFI Message Response	Within seven calendar days	Within seven calendar days
Tracer Message, if required	Send a tracer message the eighth calendar day after loss is discovered	Send message within eight calendar days after loss is discovered
Cancellation Message	Within 30 calendar days of discovery	Within 30 calendar days of discovery
SF 361, if not resolved	NLT 30 calendar days after discovery, cancel message; take claim action	NLT 30 calendar days after discovery

3. Time Limitations for Filing Claims. 41 CFR 101-40.709 states, "Government agencies shall take prompt action to recover amounts due the United States as a result of discrepancies in delivery, in accordance with time limitations established by the bill of lading or other contracts of carriage, or by statute." The time limit is based on the mode of transportation used and, therefore, TOs may find it necessary to step up reporting and investigation of discrepancies in shipment. TOs should

use the following chart to determine if there is a reduced time line for submission of a TDR for claim action.

Mode of Shipment	Time Limit to File Claim
Domestic motor	Nine months from date of delivery or expected date of delivery
Domestic rail	Nine months from date of delivery or expected date of delivery
Domestic air	Limits are set forth on the individual carrier's air waybill
Ocean	One year from date of delivery
International air	Visible damage – within 14 days of delivery; other damage – within 14 days of delivery; non delivery of goods – 120 days from the date of the airway bill issue
Small package carrier	Limits are set forth in the carrier's individual service guide

## 4. TDR reporting requirements for claim action:

- a. Report all discrepancies in DOD shipments valued at \$500 or more (for reporting miscellaneous transportation discrepancies that do not result in a claim, refer to paragraph H.)
- b. Report all classified, protected, HAZMAT, and SAP shipment discrepancies regardless of value.
- c. Shipments valued at under \$100.00 do not require claims action, except classified and protected shipments.
- d. When a response to an RFI indicates the actual value of the discrepancy is \$499.99 or less, TDRs may be processed at the local level and locally established claims procedures will be used. (See Chapter 211 on how to determine the cost of a transportation discrepancy.) If the carrier declines the claim at the local level, forward the claim with the SF 361 and all supporting documentation for assistance by appropriate finance center or claims office. Digital photographs are acceptable. Provisions of this paragraph do not apply to SAP shipments.
- e. Forward all TDRs valued at \$500 or more to the appropriate finance center or claims office for claim action. If the property value is \$499.99 or less and the claim cannot be settled at the local level, or there is a question of proper law or disposition, forward the claim to the finance center or claims office for action. Proceeds obtained for FMS Program shipment discrepancies will be forwarded to the Customer Country's account at the DFAS in Denver, Colorado.
  - (1) Claims settlement: Upon receipt of settlement from the carrier, submit the settlement (claims) check to the appropriate finance office or Service or Agency designated location using the DD Form 1131, <u>Cash Collection Voucher</u>, Figure 210-5.
  - (2) Funds credit: 10 USC §2636, <u>Deductions from Amounts Due Carriers</u>, requires that deductions from carriers because of loss or damage to material in transit requires all monies collected from carriers for loss and damage claims be credited to the fund or appropriation from which the same or similar material will be purchased. For damages, funds may be returned to the account from which repair costs are paid. If the original purchase was made using industrial operating funds/stock funds, any monies recovered can be credited to that fund at any time. If the original purchase was made using appropriated funds, recovered monies can only be returned to that appropriation as long as it is still active; after the appropriation has expired, recovered funds must be returned to the General Treasury.

6.				DISBURSING OFFICE O	COLLECTION VOUCH	ER NUMBER
		CASH COLLECTION VOUCHE	R	RECEIVING OFFICE CO	DLLECTION VOUCHE	RNUMBER
	AC.	TIVITY (Name and location)				
RECEIVING OFFICE	RE	CEIVED AND FORWARDED BY (Printed name, titl	le and signature)			DATE
RECE OF						
	AC.	TIVITY (Name and location)				
SSING ICE	DIS	BURSING OFFICER (Printed name, title and signa	iture)	DISBURSING STATION	SYMBOL NUMBER	DATE
DISBURSING OFFICE						·.
		PERIOD: From			То	
DATE RECEIV		NAME OF REMITTER DESCRIPTION OF REMITTANCE	PURPOSI	ESCRIPTION OF E FOR WHICH S WERE RECEIVED	AMOUNT	ACCOUNTING CLASSIFICATION
						7 -
					• •	
			,			
		·			•	
		,				
				-		
<u> </u>	<u> </u>	M 4424 ADD 57		TOTAL	0.00	
UU F	UR	M 1131, APR 57 PREVIO	DUS EDITION MAY E	DE USED.	Form approved	l by Comptroller General, U.S. 24 January 1956

Figure 210-5. DD Form 1131, Cash Collection Voucher

- f. GSA does not require reporting of discrepancies of a certain value, nor does GSA impose a minimum amount for processing discrepancies. GSA bills at the time of shipment and leaves it to the discretion of the Agencies to determine when recovery of their funds warrants the effort of processing a discrepancy report and claim.
- 5. Changing or canceling the TDR. Use the original copy of the SF 361 as follows:
  - a. To change a TDR, write the word "REVISED" on the front, top, and bottom of the form; draw a line through the old information and legibly print the corrected information. In Block 30, state the reason for the TDR change. Sign and date the change notation, and forward to the original addressees.
  - b. To cancel a TDR, write the word "CANCELLED" on the top and bottom of the form. In Block 30 or Block 43, type the reason for cancellation. Sign and date the cancelled notation and forward to the original addressees.

## E. DOCUMENTS AND THEIR USE

- 1. Use the SF 361 to:
  - a. Report discrepancies for AMC and contract carrier discrepancies by sending the original TDR to the last AMC aerial port that handled the freight; do not send the TDR to a finance center. Provide an information copy to:

HQ, Air Mobility Command ATTN: LGT 402 Scott Drive. Unit 3A1 Scott AFB, IL 62225-5302

- b. Issue an RFI to the carrier for every documented transportation discrepancy.
- c. Request information (from any source) to resolve a discrepancy, e.g., request pricing data from shipping activity or ICP.
- d. Reply to an RFI.
- e. Change or cancel a previously issued TDR.
- f. Request disposition instructions from the IM and request credit, where appropriate.
- g. Support claims against carriers and contractors.
- 2. When a sealift carrier is suspected or known to be responsible for a loss or damage, follow procedures in Paragraph G, below.

## F. REPORTING REQUIREMENTS

- When a shipment discrepancy is identified, the actions taken differ depending on the type of
  discrepancy, value of the material discrepancy, and the activity finding the discrepancy.
  Discrepancies in classified or protected material, as well as AA&E shipments (regardless of
  classification), require reporting procedures that are slightly different from other cargo shipments.
  TDRs are important for SAP shipments because they provide needed documentation for
  Customer Countries to submit insurance claims. This is over and above proceeds obtained from
  carriers. Not all countries, however, purchase insurance.
- 2. Advisory Action and RFI.
  - a. Classified or Protected Shipments and all Shipments of AA&E. If a discrepancy is found in a classified, protected, or AA&E shipment, notify the nearest TO by telephone upon discovery.

This includes ocean and air shipments and is in addition to the ocean cargo out-turn reporting requirements in Paragraph G.

- (1) The TO or designated agent notifies the carrier or contractor and the local security office and records the name(s) and position(s) of all individuals contacted.
- (2) Regardless of the value of the shipment, within 24 hours after the discovery of a discrepancy, the TO must notify the appropriate addressees listed in Paragraph I by message. When a theft or loss of narcotics or controlled substances is involved, forward a copy to:

Drug Enforcement Administration Office of Diversion Washington, D.C. 20537-5000

- (3) The Sample Joint Message Form, Figure 210-6, is prepared with line numbers corresponding to Blocks 1 through 31 of the SF 361. (See Appendix I, Paragraph A, for explanation of blocks.) Block 30 is used if more information is needed or if a particular addressee is to take action.
- (4) Distribution of the RFI Advisory Message:
  - (a) Consignor. If shipped by a non-DOD agency, send to the government activity that directed the shipment (except GSA, see Paragraph J.) If shipped by a contractor, send to the CMO TO.
  - (b) Consignee. If the discrepancy is discovered in transit.
  - (c) MTMC Operations Center or theater CDR.

MTMC Operations Center ATTN: MTOP-GD-CS 661 Sheppard Place, Second Floor Fort Eustis, VA 23604-5000

Commercial: 757 878-8622; DSN: 826-8622 FAX: Commercial: 757 878-7994; DSN: 826-7994

e-mail address: mainorp@mtmc.army.mil

- (d) If OCONUS, send additional copy to the AMO.
- (e) Appropriate IM, as shown in Paragraph I.
- (5) If an activity other than the consignee discovers the discrepancy, the consignee is ultimately responsible for the TDR preparation. The activity that discovers the discrepancy must prepare an initial notification TDR and include a statement in the Remarks section or Block 30 of the Advisory or RFI message requesting all action responses to the consignee in Block 4.
- (6) Classified or protected cargo will not be released to the carrier or any unauthorized personnel for repair or salvage. Property that is designated SECRET or CONFIDENTIAL and narcotic preparations will not be released to the carrier regardless of the extent of damage.
- (7) Responding to the Advisory or RFI Message. All action addressees must answer the Advisory or RFI Message within seven calendar days of the date the discrepancy was reported on a classified or protected shipment. Even if an action addressee has no information concerning the discrepancy, a negative reply is required. After all the answers are received, the consignee attempts to resolve the discrepancy and follows the

procedures outlined in Paragraph F.2.f. In many instances, shortages are resolved by checking supply and inventory records. (See Figure 210-6, Sample Joint Message Form.)

```
CDR FORT HOOD TX //AFZ-DI-INS-MM//
FROM:
TO:
       CDR TOAD TOBYHANNA PA//SDSTO-ST//
TNFO:
      MTMCOPNSCTR FT EUSTIS VA//MTOP-GD-CS
       CDRJMC ROCK ISLAND IL//AMSJM-TT//
UNCLAS
SUBJECT:
          TDR ADVISORY/RFI FOR CLASSIFIED OR PROTECTED SHIPMENT
    W45QRE-0031
2..
4.
    TRANS OFF FT HOOD TX 76544 (W45QRE)
5.
    TRANS OFF, TOBYHANNA ARMY DEPOT, TOBYHANNA PA 18466 (425613)
6.
    SAME AS LINE 4
7.
    SAME AS LINE 5
    ABC TRUCKING TRAILER NO.01234 SEAL NO 446688 INTACT
10. 064-657122
12. GBL K2,345,678
16. 3191
17. 3191
20. TCN 04SORE 90140001XXX
21. RADIOACTIVE DEVICE NSN 5840 00 123 9876 UNCLAS
22. BX
23. 1 PC
24. DK
28. 465 LBS
30. REQ A STATEMENT BE FURNISHED THIS CMD INDICATING WHO LOADED SHIPMENT
    WHAT WERE LOADING CONDITIONS AND IF CARRIER INSPECTED.
31. PAM MAINOR (Mainorp@mtmc.army.mil) Commercial: 757 878-8622, DSN:
     826-7558)
```

Figure 210-6. Sample Joint Message Form

(8) Unanswered Advisory or RFI TDR. If a response is not received by the close of business on the seventh day, the TO sends a "Non-response" TDR to remind applicable action addressees that a reply is mandatory. The subject of the TDR will be "RFI Follow-up" and the body of the message states: "Answer not received by required deadline." The consignee sends a copy of this tracer to the MTMC Operations Center if the action addressee is located in CONUS or to the AMO if the action addressee is OCONUS. For Air Force RFIs, send a copy to the major command of the consignee. The consignee does not wait for a reply to the late notice, but continues with actions required at Paragraph F.2.f.

- (9) Resolved Advisory or RFI TDR. If the discrepancy is resolved within 30 calendar days from the date it was discovered, cancel the Advisory and RFI message. Send the message canceling the TDR to each addressee that received the original message reporting the discrepancy.
- (10) Unresolved Advisory and RFI TDR. If the discrepancy is not resolved, the consignee will issue a SF 361, regardless of the cost of the discrepancy, no later than 30 calendar days after the discrepancy was discovered for claim action against the carrier.
- (11) Assembling the TDR Package. The SF 361 is the source document for claim action against the carrier and, depending on the Service or Agency policy, for the IM to reissue material, issue credits, or provide disposition and repair instructions. These actions will be successful if the TDR is supported with documented facts and firm evidence that establish carrier liability and the actual amount of the government's loss. Paragraph F.2.h. lists the documents required to support the TDR for claim action.
- (12) Forwarding the TDR Package. The procedures for forwarding a TDR package depend on which party is at fault and whether claim action is necessary. Distribution follows:
  - (a) Forward one copy, without attachments, to the consignor. NOTE: SAOs submitting TDR packages for SAP shipments will usually not send this copy.
  - (b) Maintain one copy of the TDR package.
  - (c) Send one copy of the TDR, without attachments, to the MTMC Operations Center. NOTE: TDR packages for SAP will include attachments with the MTMC Operations Center copy.
  - (d) For SAP TDRs, send one copy of the TDR, without attachments, to the Security Assistance Agency that administers the SAP for the DOD IA that generated the shipments involved.
- (13) Guidance for completing the SF 361. The consignee will complete Blocks 1 through 33 of the SF 361. Most of the information needed to fill out the SF 361 is available from the Advisory or RFI TDR. In addition, complete Blocks 34 through 45 (Part II of the SF 361) for claim action against the carrier. Carrier claims will be filed by the finance center or claim office whose fund cite is annotated on the Appropriation Chargeable (Block 24) of the BL. Contractor claims will be filed by the Government activity that administers the contract. Information contained in Part II of the SF 361 will not be disclosed to the carrier or contractor. (See Figure 210-1.)
  - (a) If OCONUS, forward one copy of the SF 361, without attachments, to the AMO.
  - (b) Distribute other copies as required by the Service or Agency identified in Paragraph I.
- b. Non-Classified or Non-Protected Shipments. When a commercial carrier delivers a shipment and pilferage, theft, damage, or vandalism is apparent, the consignee must notify the carrier by telephone and request that the carrier inspect the shipment within seven calendar days from the date the discrepancy was discovered. If the carrier waives inspection, record the person's full name, title, and date of the waiver. When a carrier waives inspection, the government must perform an inspection to determine the extent and cause of the damage. If a military vehicle delivered the shipment, the same inspection procedures are required.
  - (1) An RFI must be issued for each transportation discrepancy. Whether the consignee discovers a discrepancy in a shipment or is notified that such a discrepancy was discovered by another activity, the consignee must use the SF 361, marked RFI, to

- notify all interested parties and gather information. (See Figure 210-7, Request for Information)
- (2) Describe the specific information required in Block 30. The information gathered will aid in the resolution of the discrepancy or provide the necessary data for the completion of a TDR package, which will be the basis for a claim. (See Figure 210-8, Source Document for Claims)
- (3) Do not enter the pre-shipment value of the item or the cost of repairs (Block 29) of the SF 361 on the copy of the RFI that is provided to the carrier. (See Figure 210-7.)
- (4) If the consignee receives an Initial Notification SF 361 from another activity, the shipment should be checked for additional discrepancies.
  - (a) The consignee will file any Initial Notification SF 361 received from another activity with a copy of the consignee-prepared RFI, to be retained as evidence in the event that the discrepancy is not resolved.
  - (b) The consignee must initiate an SF 361, checking the Request For Information (RFI) Block, showing the appropriate addresses in Blocks 3 and 4 and copying the rest of the information from the Initial Notification SF 361.
  - (c) Send the RFI to any parties that may have information to help resolve the discrepancy.
    - Always notify the carrier in writing (carrier copy of the RFI) of any discrepancy. Do this within seven calendar days after the discrepancy is found, or when a reasonable delivery time has passed and none of the shipment has been delivered.
    - Send the RFI to the consignor for pricing information for the discrepancy when it is not available.
    - 3 Forward a copy of the RFI to any other activity from which information is being requested in Block 30 of the TDR.
    - 4 Send the RFI to the TO at the CMO if the shipper is a DOD contractor.
    - 5 Send a copy to the AMO for OCONUS.
    - File the original SF 361 RFI in a suspense file for 30 calendar days to give the carrier and other action offices time to investigate and resolve the discrepancy. Do not send a copy of the SF 361 RFI to the applicable finance center or claims office. During this time, the reporting activity should be collecting supporting documentation for the TDR package. The 30 calendar days are counted from the date the discrepancy was discovered.
- c. Unanswered SF 361 RFI. If answers are not received by the close of business on the eighth day for a non-classified/non-protected shipment, the TO sends a "Non-Response" TDR to remind applicable action addressees that a reply is mandatory. The subject of the TDR will be "RFI Follow-up" and in Box 30 of the TDR, insert: "Answer not received by required deadline." The consignee sends a copy of this tracer to the MTMC Operations Center if the action addressee is located in CONUS; if the action addressee is located outside CONUS, a copy is sent to the AMO. For Air Force RFIs, send a copy to the major command of the consignee and non-respondent.

	c.													
Department of De	efense	USE O	CODES AND	Departm	ent of Defense Ro	gulation 4500.9	P-R, Defense Tran	sportation Regula	tion					
Civilian Agencies	s	INST	RUCTIONS FORTH IN:	FPMR (4	11 CFR) 101-40.7	or FPMR (41 C	CFR) 101-26.8 WF	IEN REPORTIN	G TO GSA OR I	OOD				
TRANSP	ORTATION DISC	CREPANCY	1. DATE				ORT NUMBE	2		ORM APPRO'	VED			
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	REQUEST F	OR INFORMA	TION (RFI)   I	PAR' NITIAL NO	Γ1 TIFICATION		MISCELLA	NEOUS PRO	BLEMS					
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SUSQUERAN	NA, FA 17070-300				CAMI	LEJEUNE,	NC 28542-0004	+		M31000	J			
5. CONSIGNO	R ATION OFFICER					NSIGNEE E AS LINE 4	M31000							
DEFENSE DIS	TRIBUTION DEP		CW	2100							]			
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7. SHIPPER SAME AS BLO	OCK 5				8. CA		TING AND IDE I MOTOR LINI		1					
					Т	HUR								
9. POINT OF C	DRIGIN					THUR  10. CARRIER'S PRO/FREIGHT BILL NO.  052-072850-3								
11. DESTINATION  12. BILL OF LADING NO./TYPE  CBL 072850-3														
13. MODE	14. DATE CARI		ATE CONSIGNEE	16. DAT		17. DATI	E CARRIER	18. NAME	OF PERSON O	CONTACTED				
CODE B	SIGNED FO SHIPMENT		ECEIVED SHIP - ENT	DISC	PANCY COVERED	NOTI			MR. B	OB JONES				
19 SEAL NUM	3156 MBERS AND CON	DITION	3161		3161		3191		215	402-1800				
INTA			ING (Include details)		N/A									
	ISITION NT AND/OR	COMMODI	TY DESCRIPTION	TYPE	QUANTITY	TYPE		ISSUE	DATA	NED AND				
TRANSPORA	ΓΙΟΝ CONTROL NO.	A	ND/OR STOCK NO. (NSN)	OF PACK	DIS- CREPANT	AND CAUSE	UNIT OF	UNITS BILLED/	DISCI	REPANT	VALUE OR COST OF			
-			, ,		(PIECES)	CODE	ISSUE	SHIPPED	UNITS	WEIGHT	REPAIRS			
	20	GT OFFI	21	22	23	24	25	26	27	28	29			
M931	354360-		NG, COTTON 00-265-0385	CT	2	SS	PB	56	56	71	\$267.60			
CARRIER: 2 C	(See preparation ins ARTONS SHORT. FURNISH PRICED	PLEASE TRACE	ng regulation for sugges ING DOCUMENT	ted informatio										
31A. NAME OF RONDA A. FOI	FPREPARER (Type RTSON	orprint)			31B.	TITLE TRAN	SPORTATION	OFFICER						
	ONE NO. DSN 328	31D. S	GNATURE		1	RONDA	A. FORTSON							
32. REPLY						NOIDA	- I OKIDON							
33A. NAME OF	RESPONDENT (T	vpe or print)						33	B. TELEPHON	NE NO.				
33C. ADDRESS	S		33D. SIG	NATURE			33	E. DATE						
NSN 7540-00-96	5-2403		361-107				STANDARD F	ORM 361 (REV	3-84) (EG)					

STANDARD FORM 361 (R
Prescribed by GSA
FPMR (41 CFR) 101-40.702
Figure 210-7. SF 361, Request for Information

TRANSPORTATION DISCRETANCE   DATE   SOUTH CONSISTENCY   DATE   SOUTH CONSISTENCY   S														
TRANSPORTATION DISCRETANCY   1.DATE		fense			Departmen	of Defense Regulation 4500.9-R, Defense Transportation Regulation								
REPORT     PART	Civilian Agencies	8			FPMR (41	CFR) 101-40.7 o	or FPMR (41 CF	FR) 101-26.8 WH	EN REPORTIN	G TO GSA OR E	OOD			
PART	TRANSP		CREPANCY	1. DATE			2. REPO	ORT NUMBER						
REQUEST FOR INFORMATION (9FF)		REPORT		3164						0		0093		
1.0					PART	l								
TRAFFIC MANAGEMENT   STREET		X REQUEST F	OR INFORMATI	ON (RFI)	NITIAL NOTI	FICATION		MISCELLA	NEOUS PRO	BLEMS				
MARINE CORR BASE   MARINE CORR		ATION OFFICER												
S. CONSIGNOR   TRANSPORTATION OFFICER   DEFENSE DISTRIBUTION DEPOT   SUSQUEHANNA, PA 17070-5002   SW3100   S. CARRIER ROUTING AND IDENTIFICATION   THURSTON MOTOR LINES, INC   SOCIETA   SUSQUENCE   SUBJECT   SUBJE	DEFENSE DIS	TRIBUTION DEP				MARIN	E CORPS BA	ASE				<b>-</b> 1		
SAME AS 4	SUSQUEHAN	NA, PA 17070-500	12			CAMP	LEJEUNE, N	IC 28542-0004			M31000	_		
SECRETAR   PROPERTY														
S. CARRIER ROUTING AND IDENTIFICATION   THURSTON MOTOR LINES, INC			TOT			SAME	15 4					]		
THURSTON MOTOR LINES, INC	SUSQUEHAN	NA, PA 17070-500	)2	SW3	3100									
10. CARRIER'S PROFREIGHT BILL NO. 052-07288-03   10. CARRIER'S PROFREIGHT BILL NO. 052-07288-03   12. BILL_OF LADING NO.TYPE CBL.07285-03   13. MODE SIGNED FOR SIG		OCK 5								1				
10. CARLER'S PROFREIGHT BILL NO. 052-072880-3   10. CARLER'S PROFREIGH BILL NO. 052-072880-3					<del></del>									
11. DESTINATION   12. BILL OF LADING NOTYPE   12. BILL OF LADING NOTYPE   13. BILL O						ТН	UR							
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INTACT				3161	31	61	3	3191		215 4	102-1800			
DOCUMENT AND/OR NATION CONTROL NO.   NATIONAL STOCK NO. (NSN)   PACK   PACK   PACK   CAUSE (REPANT (PIECE)   PACK   PAC				G (Include details)		N/A								
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NO. NATIONAL STOCK NO. USIN   PACK   CODE   UNIT OF ISSUE   SHIPPED   UNITS			ANI	O/OR	OF	DIS-	AND		UNITS	DISCR	REPANT	OR COST		
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8410-00-265-0385		20	2	21	22	23	24	25		27	28	29		
30. REMARKS (See preparation instructions of covering regulation for suggested information) CARRIER: 2 CARTONS SHORT. PLEASE TRACE CONSIGNOR: FURNISH PRICED COPY OF SHIPPING DOCUMENT  31A. NAME OF PREPARER (Type or print) RONDA A. FORTSON 31C. TELEPHONENO. DSN 328 31D. SIGNATURE  31B. TITLE RONDA A. FORTSON 32. REPLY PRICED COPY OF DD FORM 1348-1 IS ATTACHED 33A. NAME OF RESPONDENT (Type or print) COPY OF DD FORM 1348-1 IS ATTACHED 33A. NAME OF RESPONDENT (Type or print) 33B. TELEPHONE NO. TIT 279-3384 DSN 430 33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33D. SIGNATURE 33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33B. SIGNATURE 33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33B. SIGNATURE 33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33D. SIGNATURE 33D. SIGNATURE 33D. SIGNATURE 33D. SIGNATURE 33D. SIGNATURE 33D. SIGNATURE	M931	354360-			CT	2	SS	PB	56	56	71	\$267.60		
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TRANSPORTATION OFFICER	CONSIGNOR:	FURNISH PRICED	COPY OF SHIPPIN	G DOCUMENT		21D T	TTI F							
C703) 428 - 2294   RONDA A. FORTSON	RONDA A. FOI	RTSON	1 /			310. 1		SPORTATION	OFFICER					
PRICED COPY OF DD FORM 1348-1 IS ATTACHED  33A. NAME OF RESPONDENT (Type or print) CRYSTAL HUNTER  33D. SIGNATURE  33D. SIGNATURE  33B. TELEPHONE NO. 717 279-3384 DSN 430  33E. DATE		ONE NO. DSN 328	31D. SIG	NATURE			RONDA A	. FORTSON						
33A. NAME OF RESPONDENT (Type or print) CRYSTAL HUNTER  33B. TELEPHONE NO. 717 279-3384 DSN 430  33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33D. SIGNATURE 33E. DATE		OF DD FORM 1249	R-1 IS ATTACHED											
33C. ADDRESS TRANSPORTATION OFFICER, DEFENSE 33D. SIGNATURE 33E. DATE	33A. NAME OF	RESPONDENT (T)												
DISTRIBUTION DEPOT, SUSQUEHANNA, PA 17070-5002 Crystal R. Hunter 14 May 03	33C. ADDRESS	TRANSPORTATION							E. DATE	. 217 3304 123	150			
NSN 7540-00-965-2403 361-107 <b>STANDARD FORM 361</b> (REV 3-84) (EG)			ANNA, PA 17070-500	Ť	. Hunter									

Figure 210-8. SF 361, Source Document for Claims

- d. Actions for Resolved and Unresolved Discrepancies.
  - (1) Resolved discrepancies. If the discrepancy is resolved within 30 calendar days from the date it is discovered, the TDR SF 361 is canceled as indicated in Paragraph D.4.b. Send a copy of the TDR SF 361 to the carrier and all activities that received a copy of the RFI.
  - (2) Unresolved discrepancies. If the discrepancy is not resolved within 30 days from the date the discrepancy was discovered, initiate claim action. For claims valued at \$500 or more, send the SF 361 with supporting documentation to the appropriate claims office. For claims valued at less than \$500, locally established claims procedures will be used.
- e. Guidance for Completing the TDR (SF 361):
  - (1) The consignee will check the "RFI" square only when the SF 361 is being used exclusively to request additional information to resolve the discrepancy or support the freight claim.
  - (2) Check the "Initial Notification" square only when the SF 361 preparer is other than the consignee and is being used exclusively to notify the ultimate consignee.
  - (3) Check the "Miscellaneous Problems" block when the SF 361 is being used exclusively for discrepancies pertaining to Paragraph H.
  - (4) If evidence indicates that AMC is responsible for the discrepancy, complete only Blocks 1 through 28, and 30 through 31. Data for Blocks 10, 14, 17 and 19 may not be available.
  - (5) Most of the information needed to fill out the SF 361 is available from the Initial Notification or the RFI. Part II of the SF 361 (Blocks 34 through 45) should be completed by the consignee and will be used as supporting documentation for formal claims filed with the carrier or contractor. Information contained in this part will not be disclosed to the carrier or contractor. Carrier claim will be filed by the finance centers or claim offices whose fund cite is annotated in the Appropriation Chargeable Block of the BL (see Paragraph I.). Contractor claim will be filed by the government activity that administers the contract for FOB Destination shipments. Do not disclose the information contained in Part II of the SF 361 to the carrier or contractor.
- f. Instructions for Completing a Discrepancy Document.

Transportation Discrepancy Document (SF 361)	Complete These Block Numbers on the TDR
Advisory TDR	1-2, 4-8, 10, 12, 16-17, 20-24, 28, 30-31
Initial Notification TDR	1, 4-31
Loss or Damage TDR	1-28, 30-33
Astray Freight TDR	1-31
TDR Claim for Action	1-46
Miscellaneous TDR	1-28, 30-31
	Block 30 - Indicate the probable party who is responsible for the discrepancy, e.g., the shipper, packer, carrier, etc., within seven calendar days after the discrepancy was noted.

g. Assembling the TDR Package. The SF 361 is the source document for claim action against the carrier and, dependent on Service or Agency policy, for the IM to reissue material, issue

credit or provide disposition instructions for astray freight and repair of damaged DOD shipments. These actions will be successful if the TDR is supported with documented facts and firm evidence that establish carrier liability and the actual amount of the government loss. Paragraph F.2.h. (below) lists documents required to support the TDR for claim action. The SF 361, with all supporting documentary evidence, is called the TDR package. If evidence indicates that AMC is responsible for the discrepancy, supporting documents are not required.

h. Supporting Documents. Table 210-1 lists supporting documents that are required for development of the TDR package for filing with claims adjudication:

**Table 210-1. TDR Development Supporting Documents** 

Table 210-1. TDK Development Supporting Documents							
Supporting Document	Shortage Discrepancy	Damage Discrepancy					
Minimum Documentation Needed To Support a TDR for a Claim							
Copy of the BL. For commercial air shipments, a copy of both the front and back of the airbill is required.	Ø	☑					
Copy of the consignee's copy of the carrier's delivery receipt with discrepancy noted and signed and dated by the carrier's driver and the consignee.	Ø	V					
Copy of the shipping document completed to show NSN, quantity shipped, material condition, unit cost, and noun or nomenclature as shown by the Federal Supply Catalog. This shipping document may be a DD Form 1348-1, DD Form 250, DD Form 1149, DD Form 1155, etc.	Ø	<b>∑</b>					
Additional Documentation, as Needed							
When there is a consolidation of requisitions in a carton covered by one TCN, a completed copy of each document in the consolidation is required to establish the actual loss.	☑						
When property is shipped in reparable (F) condition, a reparable value statement is required, citing the actual preshipment value.							
For prepaid FOB origin shipments, a copy of the contractor's paid invoice is required.							
Copy of a document showing the consignee's supply records have been researched for confirmation of whether or not the property checking short has been received. If ultimate consignee is overseas, they should be contacted for confirmation of whether or not shipment has been received and a copy of such reply should be included in the TDR package.	\(\overline{\pi}\)						
A copy of the debit document showing how many items were received on a partial delivery (for example, one box of two received).	V						
A copy of the shipper's reply to the TDR (Request for Information) confirming whether or not shipment was shipped as billed and condition of property when tendered to the carrier.	☑	Ø					
Copy of the shipper's reply to TDR (Request for Information) describing conditions under which loading, blocking, and bracing took place, the adequacy of those actions, and who performed them. If applicable, shipper must show if packing, loading, blocking, bracing were performed according to the terms of the contract, the Rules of the Association of American Railroads or American Trucking Associations, and whether or not loading was inspected by carrier.		D					
Copy of tally-out and tally-in records for truckload or rail shipments when carrier is determined responsible for the shortage or damage.		☑					

Supporting Document	Shortage Discrepancy	Damage Discrepancy
Copy of tally-out, tally-in, or truck loading/unloading manifest for any shipment considered to be shipper load and count and/or consignee unload.	Ø	
For concealed loss or clear delivery receipt, signed affidavit(s) by person(s) who first discovered the discrepancy, showing time, place, circumstances of delivery, and explanation as to why shortage or damage was not noted at time of delivery. If the property was moved from the original delivery point, also include signed and dated statement(s) or affidavit(s) by person(s) who moved the property, showing distance, method of movement, time, and circumstances of movement.	Ø	₫
A copy of the carrier's inspection report signed by the carrier's representative and the consignee. If the carrier declined inspection of the damaged property, a copy of the government inspection performed, signed and dated by a technically qualified person.		₫
Original photographs made of the damaged property, showing the carrier's name, BL number, date shipped, TCN (if applicable), date shipped, and NSN to identify the property.		☑
Itemized actual or estimated repair cost statement, signed and dated by a technically qualified person. For commercial repair, a copy of the contractor's paid invoice.		☑
Copy of the carrier's receipt for property released to it for salvage, showing the preshipment value as the amount of the government's loss. The carrier or its authorized agent must sign the receipt.		
Copy of the official accident report initiated by law enforcement personnel for loss or damage due to aircraft, rail, or highway accidents.	Ø	Ø
If damaged property was sent to a repair facility, a copy of the BL or freight bill for transportation costs to and from the repair facility.		Ø
For small package express shipments, a copy of the pickup record, manifest, bar code number, or BL, etc. Include the SF 1034, Figure 210-9, or other paying documentation to support transportation charges paid on shipment.	Ø	V
For small package express shipments, a copy of the tracer or loss and damage investigation report/number. The carrier will not honor claims failing to cite this number.	Ø	Ø
Appropriation to be credited for replacement or repair costs.	V	V

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000  PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL						VO	UCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED				HEDULE NO.
			CON	CONTRACT NUMBER AND DATE			PAII	O BY
				REQUISITION NUMBER AND DATE				
				-				
PAYEE'S NAME								TE INVOICE RECEIVED
AND ADDRESS							DIS	COUNT TERMS
							PAY	EE'S ACCOUNT NUMBER
SHIPPED FROM		то			WEI	GHT	GO	/ERNMENT B/L NUMBER
AND DATE D	DATE OF DELIVERY	ARTICLES OF	r of contract	or Federal supply	QUAN- TITY	UNIT PR	PRICE	AMOUNT (1)
OF ORDER O	R SERVICE	schedule, and other inform	nation deeme	d necessary)		0001		
					<u> </u>		TOTAL	
(Use continuation sheet(s) if			t NOT use	the space belo	)W)		TOTAL	1
PAYMENT: AF	PPROVED F	=\$	LACHANG	=\$1.00	= \$1.00 DIFFERENCES			
COMPLETE B	Y 2							
PARTIAL								
FINAL	TI C					rerified; corr	ect for	
PROGRESS T ADVANCE								
Pursuant to authority ve	ested in me, I	certify that this voucher is correct	t and proper	for payment.				
(Date) (Authorized Certifying Officer) 2 (Title)					(Title)			
		ACCC	OUNTING C	LASSIFICATION				
CHECK NUMBER		ON ACCOUNT OF U.S. TR	EASHDV	CHECK NUMBE	P	ON /	Name of ba	onk!
) BY	•					JIV /	01 De	
		DATE		PAYEE 3	Leve			
When stated in foreign currency, insert name of currency.     If the ability to certify and authority to approve are combined in one person, one signature only necessary; otherwise the approving officer will sign in the space provided, over his official title.     When a voucher is receipted in the name of a company or corporation, the name of the person of t				PER				
the company or corporate "John Doe Company, per	name, as well	as the capacity in which he signs, must						NOV 7540 22 222 523
Previous edition usable.								NSN 7540-00-900-2234
PRIVACY ACT STATEMENT  The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money.								
The informa	ition requested ition requested ent obligation.	on this form is required under the provise to identify the particular creditor and	the amounts t	o be paid. Failure to fu	rnish this info	rmation will h	ninder discha	ge

Figure 210-9. SF 1034, Public Voucher for Purchases and Services other than Personal

- i. Forwarding the TDR Package.
  - (1) The procedures for forwarding a TDR package depend on which party is at fault and whether claim action is necessary.
    - (a) If a sealift carrier is at fault, the TDR package is forwarded according to procedures in Paragraph G.
    - (b) When a contractor uses a BL and the shipment was moved under FOB Destination terms, forward the TDR package for claim action to the responsible CMO.
    - (c) If a non-DOD Agency made the shipment, send the TDR package to the Government activity that directed or arranged for the shipment (except GSA). (See Paragraph I.3.h.)
    - (d) If the shipment is personal property, send a copy to the final consignee marked "For member/employee to give to the proper claims office when filing their claim."
    - (e) If no claim action against a carrier is indicated, e.g., DOD shipper responsibility (seals are intact for shortage, overage shipments, astray freight, etc.), forward the SF 361 with supporting documentation to the MTMC Operations Center.
    - (f) If evidence indicates that AMC is responsible for the discrepancy, do not send the TDR to the finance center or claims office. However, it is important to file these TDRs to enable monitoring and evaluation of contract and carrier performance.
    - (g) If a claim against the carrier is intended, forward the TDR package to the appropriate finance center or claims office. (See Paragraph I.3.)
- . The following distribution applies to all conditions listed above:
  - (1) Forward one copy, without attachments, to the consignor.
  - (2) Maintain one copy with attachments for consignee file.
  - (3) Forward one copy, without attachments, to the MTMC Operations Center.
- k. If OCONUS, forward one copy of the SF 361, without attachments, to the AMO.
- 1. Distribute copies, as required, to the Service or Agency listing in Paragraph I.3.

## G. CARGO OUT-TURN REPORTING SYSTEM (CORS)

The CORS reports discrepancies when a sealift carrier (or agent) is suspected or known to be at fault.

- 1. Consignees will:
  - a. Prepare the TDR package. If the discrepant item is a POV, use a DD Form 788, Figure 210-10; DD Form 788-1, Figure 210-11; or DD Form 788-2, Figure 210-12, whichever is applicable, or comparable commercial carrier form that arrived with the vehicle. If the discrepant item is general cargo, regardless of classification, use the SF 361. Do not use the SF 361 for POV unless a DD Form 788 series form is not available or is not adequate to describe the discrepancy. Ensure that "Vessel (Voyage Number)" Block of the DD Form 788 is legibly annotated, and that Blocks 2-6 of "Inspection" portion of form are completed, as applicable. This will expedite the claims process. (See Figure 210-13, Sample of completed DD Form 470, Cargo Out-Turn Report)

8. TRANSPORTATION CONTROL NUMBER (30-46)   9. CONSIGNEE (47-52)   10. RDD (54-56)   11. TR ACCOUNT (64-67)   12. PIECES (68-71)   1   14. CUBE (77-78)   15. DOC ID (1-3) TP8   16. POV YR. MAKE (9-14)   17. OWNER'S LAST NAME (54-66)   18. F. & MII (67-68)   1   20. STATE (71-72)   21. LICENSE NUMBER (73-77)   21. COLOR (78-80)   22. BODY TYPE   23. VEHICLE IDENTIFICATION NUMBER   24. ODOMETER READING   25. VESSEL (Voyage Number)   26. AUTHORIZATION CHARGES PAID, ETC.   27. DATE LOADED   28. STOWAGE LOCATION   29. BILLING ADDRESS FOR NOTIFICATION PURPOSES   30. Inspected in my presence, condition   1. (1) USER   (2) INSPECTION   (3) DATE (4) INSPECTOR	YS PRINTED NA.	72-76) 9-70) 0D)
8. TRANSPORTATION CONTROL NUMBER (30-46) 9. CONSIGNEE (47-52) 10. RDD (54-56) 11. TR ACCOUNT (64-67) 12. PECES (68-71) 1. TR ACCOUNT (64-67) 14. CUBE (77-78) 15. DOC ID (1-3) TP8 16. POV YR, MAKE (9-14) 17. OWNER'S LAST NAME (54-66) 18. F. & MI (67-68) 1. TO OWNER'S LAST NAME (54-66) 18. F. & MI (67-68) 19. COLOR (78-80) 19. COLOR (78	19. GRADE (69-7)  D (YYYY/MMOD)  Y'S PRINTED NA. Middle Initial)	9-70/ 00)
20. STATE (71-72) 21. LICENSE NUMBER (73-77) 21. COLOR (78-80) 22. SODY TYPE 23. VEHICLE IDENTIFICATION NUMBER  24. ODOMETER READING 25. VESSEL (Voyage Number) 26. AUTHORIZATION CHARGES PAID, ETC. 27. DATE LOADED  28. STOWAGE LOCATION 29. BILLING ADDRESS FOR NOTIFICATION PURPOSES  30. Inspected in my presence, condition acknowledged as marked below, and conditions governing shipment on back accepted.  X (a) Turn injoint inspection - owner/ agent & Government representative  T (b) POE use (Optional)  b. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Middle Initial) (Print)  d. STREET ADDRESS  (e) Release of custody by discharge stevedore  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	D (YYYYMMDD) YS PRINTED NA.	OD)
24. ODOMETER READING  25. VESSEL (Voyage Number)  26. AUTHORIZATION CHARGES PAID, ETC.  27. DATE LOADED  28. STOWAGE LOCATION  29. BILLING ADDRESS FOR NOTIFICATION PURPOSES  30. Inspected in my presence, condition acknowledged as marked below, and conditions governing shipment on back accepted.  31. (1) USER (2) INSPECTION (3) DATE (YYYYMMOD)  32. Inspected in my presence, condition (4) INSPECTION (1) USER (2) INSPECTION (1) USER (	YS PRINTED NA.	VAME
29. BILLING ADDRESS FOR NOTIFICATION PURPOSES  30. Inspected in my presence, condition acknowledged as marked below, and conditions governing shipment on back accepted.  31. DATE (YYYYMMDD)  42. BILLING ADDRESS FOR NOTIFICATION PURPOSES  43. Turn i point inspection - owner/ agent & Government representative  53. Turn i point inspection - owner/ agent & Government representative  54. (a) Turn i point inspection - owner/ agent & Government representative  55. SIGNATURE OF OWNER OR AGENT  56. (b) POE use (Optional)  57. (c) POE check in stow/condition when stuffed in container  68. CITY, STATE, AND ZIP CODE  58. CITY, STATE, AND ZIP CODE  59. BILLING ADDRESS (a) INSPECTION (2) INSPECTION (2	YS PRINTED NA.	VAME
30. Inspected in my presence, condition acknowledged as marked below, and conditions governing shipment on back accepted.  a. DATE (YYYYMMDD)  b. SIGNATURE OF OWNER OR AGENT  c. NAME OF AGENT (Last, First, Middle Initial) (Print)  d. STREET ADDRESS  (a) Turn in joint inspection - owner/ agent & Government expresentative  (b) POE use (Optional)  (c) POE check in stow/condition when stuffed in container  (d) POD check in stow/condition when removed from container  (e) Release of custody by discharge stevedore  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	, Middle Initial)	
acknowledged as marked below, and conditions governing shipment on back accepted.  a. DATE (YYYYMMDD)  T. (b) POE use (Optional)  b. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Middle Initial) (Print)  d. STREET ADDRESS  (e) POE check in stow/condition when stuffed in container when removed from container  (d) POD check in stow/condition when stuffed in container  (e) POE check in stow/condition when stuffed in container  (d) POD check in stow/condition when removed from container  (e) POE use (Optional)  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	, Middle Initial)	
a. DATE (YYYYMMDD)  T (b) POE use (Optional)  b. SIGNATURE OF OWNER OR AGENT  (c) POE check in stow/condition when stuffed in container  c. NAME OF AGENT (Last, First, Middle Initial) (Print)  (d) POD check in stow/condition when stuffed in container  (d) POD check in stow/condition when removed from container  (e) Release of custody by discharge stevedore  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	ticipation.	
b. SIGNATURE OF OWNER OR AGENT  (c) POE check in stow/condition when stuffed in container  c. NAME OF AGENT (Last, First, Middle Initial) (Print)  (d) POD check in stow/condition when removed from container  d. STREET ADDRESS  (e) Release of custody by discharge stevedore  E. CITY, STATE, AND ZIP CODE  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	tic ipation.	
c. NAME OF AGENT (Last, First, Middle Initial) (Print)  d. STREET ADDRESS  (e) Release of custody by discharge stevedore  e. CITY, STATE, AND ZIP CODE  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	ticipation.	
d. STREET ADDRESS  (e) Release of custody by discharge stevedore  e. CITY, STATE, AND ZIP CODE  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	tic ipation.	
e. CITY, STATE, AND ZIP CODE  (f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	tic ipation.	
(f) POD use (Optional)  Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program part	tic ipation.	
	©	
FRONT  BACK  32. ENTRY NUMBER (US CA)		only)
POV BE - Bent CR - Cracked LO - Loose MI - Mildewed RU - Rubbed TO CONDITION BR - Broken DE - Dent MA - Marred PF - Paint Faded SC - Scratched WC CODES CH - Chipped GO - Gouged MG - Missing R5 - Rusted SO - Solled	) - Torn O - Badly Worr	orn
33. INTERIOR CONDITION CODE 34. ACCESSORIES IN BOX LOOSE 35. PROCESSING SERVICE	POE	POD
a. FRONT SEATS a. CATALYTIC CONVENTER/PELLETS b. REAR SEAT b. SIDE MIRRORS a. ADD/DRAIN FUEL c. REAR MIRROR c. ANTENNA		
d. FRONT SEAT BELTS d. FAN BELT b. CONNECT/DISCONNECT e. REAR SEAT BELTS e. FENDER SKIRTS BATTERY  DATTERY		
f. Ash Trays         f. FIRE EXTINGUISHER         DATLER!           g. FLOOR MATS         g. FIRST AID KITS         DOOR PANELS           b. DOOR PANELS         h. CIGARETTE LIGHTER         c. PACK ACCESSORIES		
i. ARM RESTS         i. HAND TOOLS/FLASHLIGHT           j. REAR SPEAKERS (Additional)         j. HUB CAPS         d. OTHER	-	
k. CUSHION         k. JACK/LUG WRENCH           I. UPHOLSTERY         I. JUMPER CABLES           m. RADIO (AM, FM, Tape)         m. LUGGAGE RACK		
0. CERADIO     0. CARPET     0. WARNING TRIANGLE/TROUBLE LIGHT     0. CLOCK     0. SPARE TIRE		
36. DOD POV IMPORT CONTROL PROGRAM (X appropriate box for all vehicles)		
a. THE VEHICLE DESCRIBED ABOVE:  1) Does not have a manufacturer's label affixed certifying its conformance with US EPA emission standards. (Banding with US Customs requ. 12) Does not have a manufacturer's label affixed and is pre 75 diesel powered or pre 68 gasoline powered vehicle and is not regulated under C (3) Was certified as meeting US EPA emission standards without using a catalyst or was shipped overseas prior to 1 March 1976.  (4) Requires a catalyst and/or operable oxygen sensor to meet US EPA emissions standards (Select appropriate options under Import or Export b. IMPORT (IF POV is equipped with an oxygen sensor, option 3 may also have to be marked.)  (1) The catalyst was removed prior to use overseas and:	CAA.	
(a) Has been reinstalled prior to shipment. (Proof of installation required.) (b) Will be reinstalled in accordance with the EPA Waiver,		
(2) The catalyst was not removed prior to use overseas and:  (a) A new catalyst is accompanying the vehicle and will be installed in accordance with the EPA Waiver.  (b) A new catalyst is accompanying the vehicle and will be installed in accordance with the EPA Waiver.  (3) This POV requires an oxygen sensor to meet US EPA emissions standards and:  (a) An operable sensor has been installed prior to shipment. (*Proof of installation required.)  (b) An operable sensor is accompanying the vehicle and will be installed in accordance with the EPA Waiver.  (4) No replacement catalyst and/or operable oxygen sensor is accompanying this vehicle. The owner must post bond with US Customs prior to at the US Port of Entry, except if a NEW catalyst and/or oxygen sensor is presented to Customs prior to the release of the vehicle.  c. EXPORT (*POV is equipped with an oxygen sensor.) **as applicable.**	to vehicle relea	lease
(1) Catalyst (2) Catalyst (3) Catalyst (4) The vehicle owner does not desire to participate in the DoD POV Import Control Program. (Bond with US Customs required upon return.)	when it is retu	sturnec

Figure 210-10. DD Form 788, Private Vehicle Shipping Document for Automobile

CONDITIONS GOV  I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEH REGULATION, i.e.:			ED OVER	SEAS AS SET FORTH IN EXISTIN					
That only one (1) privately-owned vehicle is being transported overseas under permanent change of station orders for the owner and/or his family as personal property, and that it is free of any legal encumbrance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extra) set of keys.	antifree lower if the Gov	(4) That failure of the owner to provide sufficient permanent type antifreeze to protect the cooling system to minus 20 degrees F (olover if determined to be necessary by the shipping port) relieves the Government of any liability for damage due to freezing. THIS CERTIFICATE constitutes authority for the placing in available							
That this vehicle contains no personal property in excess of that authorized in regulations of the Service concerned. I further understand that personal property shipped will only include those items that can fit in the container normally provided for vehicular tools and accessories.    That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as	storage chosen by the port, at the complete expense of the owner and at no cost whatsoever to the Government, the vehicle herein property of above named owner, (1) by the port of embarkation in the event that shipment of privately-owned vehicles therefrom is suspended or terminated because of a national emergency, and (2) by the port of debarkation in the event that the automobile is not picked up by the owner or his agent within forty-five (45) days after dispatch of the notification of its arrival.  I further understand that should the vehicle be placed in such storage, the Government, thenceforth, would not be responsible for								
amended, and 10 USC Section 2634(a).	its relea	se or return to th	e owner o	r agent.					
87. DELIVERY RECEIPT a. EXCEPTIONS									
(1) BY OWNER	(2) VERIFIC	CATION OR DISAGE	REEMENT W	ITH REASONS					
b. TERMINAL SERVICE - PICKUP (X as applicable. If unsatisfactory, specify.)	SATI	SFACTORY		UNSATISFACTORY					
88. MISCELLANEOUS INFORMATION									
39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CON	DITION IN	WHICH I TURNE	D IT IN TO	THE U.S. GOVERNMENT					
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED A									
a. SIGNATURE OF OWNER OR AGENT			b.	DATE (YYYYMMDD)					
		NAME							
40. SIGNATURE OF VERIFYING U.S. GOVERNMENT REPRESENTATIV	£ 41.	NAME OF PORT							

Figure 210-10. DD Form 788, Private Vehicle Shipping Document for Automobile (Cont'd)

TOWN		PRIVATE '	VEHICLE	SHIPPI	NG DOCUMEN	IT FOR	VAN											
	OOC ID (1-3) TP1	2. CONTAINER NO. (4-8)	3. CONSIGNO	OR (9-14)	4. COMM-EX (15-19)	5. POE /2	1-23/	6. POD (24-26)	7. PACK (28-29)									
8. TRANSPORTATION	CONTROL NUMBER	(30-46)	9. CONSIGNE	E (47-52)	10. RDD (54-56)	11. TR A	CCOUNT	12. PIECES (68-71)	13. WEIGHT (72-76)									
14. CUBE (77-78) 15.	DOC ID /1-3/ TP8	16. POV YR, MAKE (9-14	,		17. OWNER'S LAST N	NAME (54-6	66)	18. F & MI (67-68)	19. GRADE (69-70)									
20. STATE (71-72) 21	. LICENSE NUMBER	(73-77)	21. COLOR /	78-80/	22. BODY TYPE	23. VEHI	CLE IDENTIFI	CATION NUMBER										
24. ODOMETER READI	NG 2	25. VESSEL (Voyage Nun	nber)		26. AUTHORIZATION	CHARGES	PAID, ETC.	27. DATE LOA	DED (YYYYMMDD)									
28. STOWAGE LOCATI			,	ADDRESS I	OR NOTIFICATION PUR	RPOSES												
26. STOWAGE EGGAT				1														
conditions go	my presence, co d as marked be overning shipme	low, and	f. (1) USER CODE	(a) Turn	(2) INSPECTION in joint inspection - of t & Government	owner/	(3) DAT		'OR'S PRINTED NAME irst, Middle Initial)									
accepted.  a. DATE (YYYYM	MDD)		T	repre	sentative use (Optional)													
b. SIGNATURE O	F OWNER OR AGE	NT	<u> </u>		check in stow/condit	tion												
c. NAME OF AGE	NT // ast. First. Mi	ddle Initial) (Print)	ĻĻ	wher	stuffed in container	r												
d. STREET ADDR			$\langle \rangle$	wher	check in stow/condit removed from cont	tion ainer												
			0	(e) Relea	se of custody by arge stevedore													
e. CITY, STATE,			*		use (Optional)													
		ment for return tra , RECORD ONLY M							artic ipation.									
A	A STATE OF THE STA		EFT SID	))) ' E	REAR		32. ENT		THE TO THE TOTAL PROPERTY OF THE PROPERTY OF T									
POV CONDITION	BE - Bent BR - Broken	CR - Cracked DE - Dent		- Loose	FRONT POV BE - Bent CR - Cracked LO - Loose MI - Mildewed RU - Rubbed TO - Torn													
CODEC	CH - Chipped			A - Marre	d PF - Pair	nt Faded	SC -	Scratched	TO - Torn WO - Badly Worn									
33. INTERIOR CO		GO - Gouged		A - Marre G - Missir	d PF - Pair	nt Faded	SC - SO -		WO - Badly Worn									
33. INTERIOR CO a. FRONT SEATS b. REAR SEAT		CODE 34. A0 a. CA b. SID	M CCESSORIE: FALYTIC CONV E MIRRORS	A - Marre G - Missir S	d PF - Pair ig RS - Ru: IN BOX	nt Faded sted	SC - SO - 35. PRO	Scratched Soiled	WO - Badly Worn									
33. INTERIOR CO a. FRONT SEATS b. REAR SEAT c. REAR MIRROR d. FRONT SEAT BEL	ONDITION	CODE 34. A0  a. CA  b. SID  c. AN  d. FAI	M CCESSORIE: FALYTIC CONV E MIRRORS TENNA I BELT	A - Marre G - Missir S	d PF - Pair ig RS - Ru: IN BOX	nt Faded sted	SC - SO - 35. PRO	Scratched Soiled CESSING SERVIC	WO - Badly Worn									
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Figure 210-11. DD Form 788-1, Private Vehicle Shipping Document for Van

CONDITIONS GOV	ERNIN	SHIPMENT								
I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEH REGULATION, i.e.:	IICLE V	/ILL BE FRANSPORT	ED OVE	RSEAS AS SET FORTH IN EXISTIN						
1. That only one (1) privately-owned vehicle is being transported overseas under permanent change of station orders for the owner and/or his family as personal property, and that it is free of any legal encumbrance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extra) set of keys.  2. That this vehicle contains no personal property in excess of that authorized in regulations of the Service concerned. I further understand that personal property shipped will only include those items that can fit in the container normally provided for vehicular tools and accessories.  (3) That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as amended, and 10 USC Section 2634(a).										
amended, and 10 USC Section 2634(a).	its r	elease or return to the	he owne	er or agent.						
37. DELIVERY RECEIPT										
a. EXCEPTIONS										
(1) BY OWNER	(2) VE	RIFICATION OR DISAG	REEMENT	WITH REASONS						
b. TERMINAL SERVICE - PICKUP (X as applicable. If unsatisfactory, specify.)	Η,	SATISFACTORY	1	UNSATISFACTORY						
38. MISCELLANEOUS INFORMATION										
39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CON	DITION	IN WHICH I TURN	יאו דו ח	TO THE U.S. GOVERNMENT						
39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CON- REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED AS		IN WHICH I TURNE	או זו ט:	TO THE U.S. GOVERNMENT						
B. SIGNATURE OF OWNER OR AGENT				b. DATE (YYYYMMDD)						
40. SIGNATURE OF VERIFYING U.S. GOVERNMENT REPRESENTATIVE	E	41. NAME OF PORT								
DD FORM 700 1 (DACK) CER 1000										

Figure 210-11. DD Form 788-1, Private Vehicle Shipping Document for Van (Cont'd)

TOAD		PI	RIVATE VEHIC	CLE SHIPI	PING D	OCUMEN	r FO	R MO	TORCYC	LE			
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Secretaria   Sec		ONTROL NUMBER /30	0.46)	9. CONSIGNE	E (47-52)	10. RDD (54-58	3/	11. TR A	CCOUNT	12. PIECES (68-7	1/ 13	B. WEIGHT	(72-76)
28. STOWNER LOCATION  28. STOWNER LOCATION  29. BILLING ADDRESS TOR ROTHICATION CHARGES PAID, ETC.  27. DATE LOADED (?????MAGO)  30. Inspected in my presence, condition secknowledged as marked below, and conditions governing shipment on back accepted.  X all Turn in prel inspection. (Last, First, Madde Invited Print)  X all Turn in prel inspection. (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  D. SIGNATURE OF OWNER OR AGENT  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Last, First, Madde Invited Print)  D. SIGNATURE OF OWNER OR AGENT  RELIEF SIDE  REAR  32. ENTRY NUMBER (US Customs die Richter)  RELIEF SIDE  REAR  33. AFTER INITIAL INSPECTION, RECORD ONLY MARS EXPOSING BARE METAL AND/OR STRUCTURAL DAMAGE.  C. CONDITION  D. SIGNATURE OF OWNER OR AGENT  D. SOME MAD AND AGENT  RELIEF SIDE  REAR SIGNAT  D. SOME MAD AND AGENT  RELIEF SIDE  REAR SIGNAT  D. SOME MAD AND AGENT  RELIEF SIDE  REAR SIGNAT  D. SOME MAD AND AGENT  RELIEF SIDE  REAR SIGNAT  D. SOME MAD AND AGENT  RELIEF SIDE  REAR SIGNAT  D. SOME MAD AND AGENT  D. SOME MAD AGENT  D	14. CUBE (77-78) 15. DO	OC ID /1-3/ TP8 16.	POV YR, MAKE (9-14	9		17. OWNER'S I	AST N	L	\$6)	18. F & MI (67-68	8) 15	GRADE /	69-70/
28. STOWNGEL LOCATION  29. BILLINGS ADDRESS FOR ROTHRICATION PURPOSES  30. Inspected in may presence, condition secknowledged as marked below, and conditions government on back accepted.  X signer, 6 Government  X signer, 6 Government  T so PRC use (Rybonous)  D STREET ADDRESS  10. STREET ADDRESS  11. In STREET ADDRESS  12. STREET ADDRESS  13. STREET ADDRESS  13. STREET ADDRESS  14. CITY, STATE, AND 2P CODE  15. In STREET ADDRESS  16. STREET ADDRESS  17. STREET ADDRESS  18. CITY, STATE, AND 2P CODE  19. DECRESS OF CAUSING BY STREET AND 2P CODE  19. STREET ADDRESS  19. STREET ADDR	20. STATE (71-72) 21.	LICENSE NUMBER (7	3-77)	21. COLOR /	78-80)	22. BODY TYPE	E 23. VEHICLE IDENTIFICATION NUMBER						
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accepted.  B. DATE (PYYYMMOD)  D. SIGNATURE OF OWNER OR AGENT  C. NAME OF AGENT (Ass. Frest. Model Initial Print)  C. NAME OF AGENT (Ass. Frest. Model Initial Print)  C. NAME OF AGENT (Ass. Frest. Model Initial Print)  C. NAME OF AGENT (Ass. Frest. Model Initial Print)  C. THATE ADDRESS  C. CITY, STATE, AND ZIP CODE  RETAIL THIS Form for proof of shipment for return transport at oversment expense or proof of POV import Control Program participation  31, AFTER INITIAL INSPECTION, RECORD ONLY MARS EXPOSING BARE METAL AND/OR STRUCTURAL DAMAGE.  POV  CONCITION  BE - Bind  C. C. Cracked  D. Loose  POV  CONCITION  BE - Bind  C. C. Cracked  D. Loose  REAR  MI - Middewed  RJ - Rubbed  TO - Torn  SC - Scracked  WO - Budy V  CONCITION  SC - Scracked  WO - Budy V  SC - Scracked  WO - Bu													
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G. NAME OF AGENT (Last, First, Models Initial) (Print)  d. STREET ADDRESS  e. CITY, STATE, AND 2IP CODE  **  If POD use (Optional)  Retain this form for proof of ahipment for return transport at government expense or proof of POV Import Control Program participation  31. AFTER INITIAL INSPECTION, RECORD ONLY MARS EXPOSING BARE METAL AND/OR STRUCTURAL DAMAGE.  POV  CONDITION  BR Bent CODES  CH Chipped GO Gouged GO Gouge	b. SIGNATURE OF	П	(c) POE o	check in stow/o	conditi	ion							
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CODES  OR - Broken CODES  OR - Gouged OF - Chipped OF - Gouged MG - Missing RS - Rusted SC - Scratched Sc - Sc - Scratched Sc	FROM	IT .	I	LEFT SID	ÞΕ	REA	IR.		,		US CU	stoms use	only)
CODES   CH - Chipped   GO - Gouged   MG - Missing   RS - Rusted   SO - Soiled													Vorn
a. ADD/DRAIN FUEL b. REAR SEAT b. SIDE MIRRORS c. CANTENNA d. FRONT SEAT BELTS d. FAN BELT e. REAR SEAT BELTS d. FENDER SKIRTS e. FENDER SKIRTS f. ASH TRAYS f. FIRE EXTINGUISHER b. CORNECT/DISCONNECT BATTERY c. PACK ACCESSORIES d. OTHER								Y			VICE	POE	POD
c. REAR MIRROR  d. FAND RELT e. REAR SEAT BELTS e. FENDER SKIRTS e. FENDER SKIRTS f. FIRE EXTINGUISHER G. FLOOR MATS g. FIROR MATS f. FIRE EXTINGUISHER d. OPACK ACCESSORIES d. OTHER d	a. FRONT SEATS		a. CA	TALYTIC CONV									
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g. FILOR MATS g. FIRST AID KITS d. DOOR PARELS h. CIGARETTE UGHTER d. HAND TOOLSFLASHLIGHT j. REAR SPEAKERS (Additional) j. HUB CAPS L. JUMPER CABLES m. RADIO (AM, FM, Tape) m. LUGGAGE RACK n. CB RADIO n. BLANKET o. CARPET p. CLOCK p. SPARE TIRE 36. DOD POV IMPORT CONTROL PROGRAM (X appropriate box) THE MOTORCYCLE DESCRIBED ABOVE: a. Was manufactured after January 1, 1978 and does not have a manufacturers label affixed certifying its conformance with US EPA emissions standard and the conformance with US EPA emi	e. REAR SEAT BELTS		e. FEN	IDER SKIRTS									
h. DOOR PANELS  I. ARM RESTS  I. MAND TOOLS/FLASHLIGHT  J. HUB CAPS  k. CUSHION  J. HUB CAPS  k. JACK/LUG WRENCH  I. JUMPER CABLES  M. RADIO (AM, FM, Tape)  M. LUGGAGE RACK  O. CARPET  O. WARNING TRIANGLETROUBLE LIGHT  P. CLOCK  P. SPARE TIBE  36. DOD POV IMPORT CONTROL PROGRAM (X appropriate box)  THE MOTORCYCLE DESCRIBED ABOVE:  a. Was manufactured after January 1, 1978 and does not have a manufacturers label affixed certifying its conformance with US EPA emissions stard The owner must post a bond with US Customs prior to vehicle release of the US Port of Entry.					ER							-	
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n. CB RADIO  n. BLANKET  o. WARNING TRIANGLE/TROUBLE LIGHT  p. CLOCK  p. SPARE TIRE  36. DOD POV IMPORT CONTROL PROGRAM (X appropriate box)  THE MOTORCYCLE DESCRIBED ABOVE:  a. Was manufactured after January 1, 1978 and does not have a manufacturers label affixed certifying its conformance with US EPA emissions star The owner must post a bond with US Customs prior to vehicle release of the US Port of Entry.  b. Was manufactured after January 1, 1978 and does have a manufacturers label affixed certifying its conformance with US EPA emissions standard to the US Port of Entry.					ж								
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I c. Is not subject to the regulations under the Clean Air Act because it was manufactured before January 1, 1978.	a. Was manu The owner b. Was manu	SESCRIBED ABOVE factured after Janu r must post a bond factured after Janu	ary 1, 1978 and do with US Customs party 1, 1978 and do	pes not have a prior to vehicle pes have a ma	a manufac e release d anufacture	ot the US Port	of Ent	ry. iying its c	onformance				
DD FORM 788-2, SEP 1998 PREVIOUS EDITION IS OBSOLETE. Designed using Perform Pro.									1, 1978.				1100000

Figure 210-12. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle

I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEHICLE WILL BE TRANSPORTED OVERSEAS AS SET FORTH IN EXISTREGULATION, i.e.:  1. That only one (1) privately-owned vehicle is being transported (4) That failure of the owner to provide sufficient permanent by	
1. That only one (1) privately-owned vehicle is being transported (4) That failure of the owner to provide sufficient permanent by	STING
overseas under permanent change of station orders for the owner and/or his family as personal property, and that it is free of any legal encumbrance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extra) set of keys.  2. That this vehicle contains no personal property in excess of that authorized in regulations of the Service concerned. I further understand that personal property shipped will only include those items that can fit in the container normally provided for vehicular tools and accessories.  (3) That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as amended, and 10 USC Section 2634(a).	lable vner ein n in is ot after
37. DELIVERY RECEIPT	
a. EXCEPTIONS	
a. EACE-TIONS (1) BY OWNER (2) VERIFICATION OR DISAGREEMENT WITH REASONS	
(2) VERIFICATION OR DISAGREEMENT WITH REASONS	
b. TERMINAL SERVICE - PICKUP (X as applicable. If unsatisfactory, specify.)  SATISFACTORY  UNSATISFACTORY	
38. MISCELLANEOUS INFORMATION	
39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CONDITION IN WHICH I TURNED IT IN TO THE U.S. GOVERNMENT	
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.	
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.	
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.	
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.  a. SIGNATURE OF OWNER OR AGENT  b. DATE (YYYYMMOD)	
REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.  a. SIGNATURE OF OWNER OR AGENT  b. DATE (YYYYMMOD)	

Figure 210-12. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle (Cont'd)

CARGO OUT-TUE	RN REPORT	1. VOYAO	GE DOCUMENT							
		P4252		PAGE 1 OF 1 PAGES						
2. PREPARING ACTIVITY (N N00604 FISC Pearl Harbor – Termina Box 300- Code 4011		3. NAME SS KAU								
Pearl Harbor, HI 96860-4549										
4. SHIP STATUS	_	MERCIAL	☐ VOYAGE CHAF	_						
☐ USNS ☐ USS ☐	GAA		SHIPPING CONT	TRACT						
5. LOADING PORT D2 M OTBA Oakland Army Ba Oakland, CA 94626	se	6. LOADING A 462p4e Same								
7. DISCHARGING PORT		8. DISCHARGII	NG ACTIVITY							
XE1 Honolulu, HI		Matson Na Honolulu, l	vigation Co. HI							
9a. DATE/TIME DISCHARGE 3139/0630	STARTED	9b. DATE/TIME 3140/2300	E DISCHARGE COME	PLETED						
10. UNLOADING COST	11. CARGO DISC	HARGED BY:								
CHARGEABLE:			⊠ SHIP (	PERATOR OR HIS AGENT						
⊠ SHIP □ CARGO	☐ MILITARY OF	☐ MILITARY OR CONTRACT PERSONNEL ☐ RECIPIENT GOVERNMENT (MAP/AID shipment)								
12. LIST OF INCLOSURES (Attach to this report all supporting evidence in form of sworn statements affadavits, extracts of ship's rough log:		cy noted at time	e of pickup by own	e, indicate action taken or recommended) ner at port.						
photographs, etc.)	POVs loaded in	n vans were dev	re devanned by carrier prior to release of shipment.							
one (1) SF 361 one (1) DD 788	1PAEPOKE, J_		, 1	1						
one (1) Report of Events	Cargo listed as his activity.	damaged on att	tached SF 361 was	loaded in undamaged condition at						
one (1) Freight Claim Inspectors Report	ins activity.									
one (1) Cargo Manifest			CRYSTAL H	HUNTER						
one (1) Set DD 1348-1				Shipment Assistant						
one (1) DD 1385 2 pgs one (1) Temperature				Simplificati Assistant						
one (1) DD 1232		MOTBA								
I hereby certify that all items of pro	nerty, discharged from	the above indicated s	hip appearing in this	report were received as manifested in apparent						
in which discrepancy exists between quantity or condition as tallied at tin included in this report and that all ite	quantity or condition and place of discharge	as manifested and		ondition and that this report is true to the best						
•		EICE (Towns)	TITLE							
NAME/GRADE OR RANK OF Ronda A. Fortson	CEKTIFTING OFF	TICE (1 ype)	Director, Traffic Administration Division							
SIGNATURE			DATE	24 MAY 02						

Ronda A. Fortson
DD Form 470, OCT 76(EG)

EDITION OF 1 APR 66 IS OBSOLETE, REPLACES DD FORM 470C, 1 APR 66, WHICH IS OBSOLETE

USAPPC V1.00

Figure 210-13. DD Form 470, Cargo Out-Turn Report

- b. Send the original TDR or DD Form 788 series package to the POD within seven calendar days from the time the discrepancy was discovered for classified or protected shipments, or within 15 calendar days for non-classified or non-protected shipments. If the POD mailing address is not known, obtain assistance from the AMO. Express small package carrier service may be used, if necessary, to meet reporting timeframes.
- c. Maintain one complete copy of the TDR or DD Form 788 series package for the official file.
- d. Send one copy of each SF 361 without attachments, to:
  - (1) GFM/ETA database, where capability exists;
  - (2) MTMC Operations Center, where GFM/ETA is not available;
  - (3) If overseas, to the AMO.
- e. Send any other copies as required by the sponsoring Service or Agency (see Paragraph I.)
- f. If the discrepancy is resolved, follow the procedures outlined in Paragraph D.4.b. to cancel the TDR.

#### 2. POD will:

- a. Combine, by voyage number, all TDR and DD Form 788 series packages received.
- b. Prepare a Cargo-Out-Turn Report (DD Form 470) for each voyage, as shown in Figure 210-13; use the DD Form 470 as a cover sheet for the attached TDR and DD Form 788 series packages. DD Form 470 is initiated by ocean terminals to consolidate individual TDRs when an ocean carrier is at fault.
- c. Send the DD Form 470, with attached TDR and DD Form 788 series packages to the POE within 20 calendar days after discharge of the cargo for classified or protected shipments, or within 35 calendar days for non-classified or non-protected shipments. Express small package carrier service may be used, if necessary, to meet reporting timeframes.

## 3. POE will:

- a. Act on DD Form 470 packages received within 30 calendar days after the discharge of the cargo for classified or protected shipments or within 45 calendar days for non-classified or non-protected shipments. Express small package carrier service may be used to meet reporting timeframes.
  - (1) If only one DD Form 470 package is received for a single voyage, review for completeness and add any necessary information or documentation not previously included. Send the package to the MTMC Operations Center for final review.
  - (2) If more than one DD Form 470 package is received for a single voyage, review each for completeness and add any necessary information or documentation not previously included. Consolidate all packages using a new DD Form 470 as a summary sheet for the total package. Complete Blocks 1, 2, 3, and 12 of the consolidated DD Form 470; sign and date. Enter the number of DD Forms 470 contained in the new consolidated package in Block 12. Send the complete package to the MTMC Operations Center for final review.

# 4. The MTMC Operations Center will:

- a. Review all DD Form 470 packages received.
- b. Return any incomplete packages to the POE for additional documentation.

c. Process complete packages for claim action. Table 210-2 lists the documents that should be included in DD Form 470 package:

Table 210-2. DD Form 470 Package Documents

Required Documents	Supporting Documents
Statements of the vessel's master, officers, or	Statements of witnesses
agent, in connection with reports of discrepancies	
Original tally sheets establishing quantity	Cargo survey reports
discharged, condition of cargo as noted by the	
checker or tally clerk, and place of stowage	
Stevedore damage reports, with identification of	Reports of investigation
stevedore and report of recovery action being	
taken	
Extracts from vessel's log books	Photographs and diagrams, if applicable
Repair estimates and invoices establishing cost of	Sales contracts establishing salvage value,
repair, if applicable	price lists, or purchase invoices, if
	applicable
Reports of costs incurred by the US Government	Any other information to support the
or recipient foreign government for re-cooperage,	claim process and prevention of future
additional handling, or other extra work required	cargo loss or damage
solely as a result of damage to cargo	

## H. MISCELLANEOUS TRANSPORTATION DISCREPANCIES

- 1. These discrepancies cause problems for the TO, in-checker, inspector, and others involved in timely, proper movement of cargo. However, because they do not show a direct cost to the Government, they usually will not result in a claim against a carrier or contractor. Reporting these discrepancies on a TDR provides data to the loss and damage prevention program. The following discrepancies will be reported under the TDR process:
  - a. Broken, missing, or improper seals used on a shipment.
  - b. Improper loading, stowing, handling, blocking, or bracing of shipment.
  - c. Improper blocking, bracing, placarding or labeling of HAZMAT shipment.
  - d. Improper description of HAZMAT shipment.
  - e. Improper, incomplete, or missing dangerous goods declaration.
  - f. TFG/related publications not followed.
  - g. Improper marking or missing label(s).
  - h. REPSHIP message not received within 24 hours prior to receipt of shipment.
  - i. Shipper failed to show number of containers shipped on a pallet.
  - j. Shipper failed to send an advance copy of the BL.

- 2. Reporting of Discrepancies. Prepare the SF 361 by completing Blocks 1 through 28, and 30 through 31 with all available information. Appendix I, Paragraph B, explains how to fill out a SF 361; for the GFM ETA-generated TDR, Appendix I, Paragraph J, provides instructions for preparing the SF 361. In Block 30, indicate the probable party responsible for the discrepancy, e.g., shipper, packer, carrier, etc., within seven calendar days after the discrepancy was noted. (See Figure 210-14, Sample TDR, Miscellaneous Problems.) Make the following distribution:
  - a. Send the original SF 361 to the MTMC Operations Center and maintain a file copy.
  - b. Send one copy of the SF 361 to the consignor.
  - c. Send a copy to the Government Agency that directed or arranged for the shipment if the shipper was a non-DOD Agency.
  - d. Send a copy to the TO at the CMO (except GSA), if the shipper was a contractor.
  - e. Send one copy to the appropriate finance center/claim office for recovery of transportation charges for carrier service failures.
  - f. For overseas activities, send a copy to the consignor's AMO.

Department of De OR	efense	FOLLOV		Departn	nent of Defe	nse Regulat	tion 4500.9-	R, Defense Trans	sportation Regulat	ion			
Civilian Agencie	s	INSTRU SET FOI	CTIONS RTH IN:	FPMR (	(41 CFR) 101	1-40.7 or FI	PMR (41 CF	FR) 101-26.8 WH	EN REPORTING	G TO GSA OR I	OOD		
TRANSP	ORTATION DISC REPORT	CREPANCY	1. DATE 3093				2. REPO W68P40	ORT NUMBER C-0216	2		ORM APPRO MB NO. 3090-0		
			_ <b></b>	PAR	RT 1					<u> </u>	20700	0,5	
	REQUEST F	OR INFORMAT	ION (RFI)	NITIAL NO	TIFICAT	TION	$\boxtimes$	MISCELLA	NEOUS PROI	BLEMS			
ATTN: MTOF 661 SHEPPAR	D PLACE, SECON	ND FLOOR			T 8	4. REPORTING ACTIVITY TRANSPORTATION OFFICER 833 <sup>RD</sup> TRANS BN SEATTLE, WA 98134-2391 W68P4C							
5. CONSIGNO	A 23604-5000 OR ATION OFFICER					5. CONSIC							
XVIII AIRBOI			<u> </u>		3	AME AS	4						
FORT BRAGO	G, NC 28310-5000												
7. SHIPPER SAME AS BLO	7. SHIPPER SAME AS BLOCK 5							ING AND IDE EXPRESS	NTIFICATION	T			
			W36R	4X		RDWY	,						
9. POINT OF 0	9. POINT OF ORIGIN						IER'S PR	O/FREIGHT B	ILL NO.	l .	<b>'</b>		
11. DESTINAT	11. DESTINATION						679-869881-2 12. BILL OF LADING NO./TYPE						
13. MODE	13. MODE 14. DATE CARRIER 15. DATE CONSIGNEE 16. DATE							CARRIER	18. NAME	OF PERSON C	CONTACTED		
CODE B	SIGNED FOI SHIPMENT	R REG			EPANCY COVERED	)	NOTIF				OB JONES		
19. SEAL NUM	3038 MBERS AND CON	DITION	3057		3059			3191		215 4	102-1800		
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	ISITION ENT AND/OR	COMMODITY	Y DESCRIPTION	TYPE	QUANT	TITY	TYPE		ISSUE			VALUE	
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	497746HXX	HHG, AI	NSWORTH	CC	1		XD	1	1	1	2500		
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32. REPLY	OF DD FORM 12 12	1 10 47774 (1177											
	OF DD FORM 1348 FRESPONDENT ( <i>T</i> )								331	B. TELEPHON	NE NO.		
33C. ADDRESS	S		33D. SIG	NATURE				33	E. DATE				
NSN 7540-00-96	5-2403		361-107					Prescribed by G		3-84) (EG)			
								FPMR (41 CFR)	101-40.702				

Figure 210-14. SF 361, Sample TDR, Miscellaneous Problems

#### I. TDR DISTRIBUTION AND ADDRESSES

The following paragraphs contain addresses and distribution information for the MTMC Operations Center, AMOs, Services, Agencies, IMs, Finance Centers, and Claims Offices:

1. MTMC Operations Center:

MTMC Operations Center ATTN: MTOP-GD-CS

661 Sheppard Place, Second Floor

Ft. Eustis, VA 23604-1644

Commercial: 757 878-8622; DSN: 826-8622 FAX: Commercial 757 878-7994; DSN: 826-7994

E-mail address: mainorp@mtmc.army.mil

Message address: CDRMTMC OPSCTR FT EUSTIS VA//MTOP-GD-CS//

## 2. OCONUS AMOs.

- a. US Joint Forces Command.
  - (1) All Services, except Air Force:

MTMC Operations Center ATTN: MTOP-GD-CS

661 Sheppard Place, Second Floor

Ft. Eustis, VA 23604-1644

Commercial: 757 878-8622; DSN: 826-8622 FAX: Commercial: 757 878-7994; DSN: 826-7994

E-mail address: mainorp@mtmc.army.mil

Message address: CDRMTMC OPSCTR FT EUSTIS VA//MTOP-GD-CS//

(2) Air Force:

Headquarters, Air Combat Command (ACC)

ATTN: LGTT

130 Douglas Street, Suite 210 Langley AFB, VA 23665-2791

Commercial: 757 764-2639; DSN: 574-2639 E-mail address: Curtis.Smith@Langley.af.mil Message address: ACC LGTT LANGLEY AFB VA

- b. United States European Command.
  - (1) ECJ4-MTMC, HQ USEUCOM

ATTN: 1CTD, UNIT 30400

P. O. Box 1000 APO AE 09128

Message address: DIR ITTD MTMC EUROPE VAIHINGEN GE//MTEEU-ITT-I//

(2) Headquarters, United States Air Force Europe (USAFE)

HQ USAFE/LGTT Unit 3050, Box 105 APO AE 09094-0105 E-mail address: USAFE.LGTT@ramstein.af.mil

Commercial: 011-49-6371-47-6327

DSN: 314-480-6327

Message address: HQ USAFE RAMSTEIN AB GE//LGTT//

- c. United States Pacific Command.
  - (1) Army:

Commander, US Army Pacific

ATTN: APLG Ft. Shafter, HI 96858

Message address: CDRUSARPAC FT SHAFTER HI//APLG//

(2) Army Alaska:

Commander, 6th Infantry Division (L)

ATTN: AFVR-DL-TF

Fort Richardson, AK 99505-5700

Message address: CDR6THINFDIV L FORT RICHARDSON AK//AFVR-DL-

TF//

(3) Navy:

Commander, US Pacific Fleet

ATTN: Code 414 Pearl Harbor, HI 96860

Commercial: 808 471-9876; DSN: 471-9876

E-mail address: veningf@cpf.navy.mil

Message address: COMPACFLT PEARL HARBOR HI//CODE 414//

(4) Air Force:

HQ, Pacific Air Force ATTN: LGRDT 25 E Street, Suite J304 Hickam AFB, HI 96853

DSN: 315 449-8198 FAX: 315 449-3686

E-mail address: deborah.bailey@hickam.af.mil

Message address: HQ PACAF HICKHAM AFB HI//LGRD//

(5) Marine Corps:

Commanding General, FMFPAC Hawaii ATTN: Chief of Staff, G-4/SMO/TMO

Box 64118

Camp H. M. Smith, HI 96861-4118

Message address: COMMARFORPAC//G-4/SMO/TMO//

- 3. Service and Agency Distribution.
  - a. Army.
    - (1) Finance Center or Claims Office (CONUS commercial shipments only). When the appropriation shown on the BL begins with "21" or if the TAC begins with an "A", forward TDRs to:

Defense Finance and Accounting Service (DFAS)

Indianapolis Center

ATTN: DFAS-IN-BVAYC

8899 East 56th Street

Indianapolis, IN 46249-0650

Commercial: 317 510-2650; DSN: 699-2650

FAX: Commercial: 317 510-7829; DSN: 699-7829

For OCONUS claims, contact the applicable AMO for information.

- (2) Additional Army Distribution Requirements. Include NICP/ICP for reporting purposes. Use installation supply officer or MILSTRIP document data to assist in determining correct IM.
  - (a) Commander

US Army Joint Munitions Command (JMC)

ATTN: AMSJM-TT

Rock Island, IL 61299-6000

(All Army Ammunition Plants and Arsenals under this Command)

(b) Commander

US Army Communications and Electronics Command (CECOM)

ATTN: AMSEL-LC-MMD-DT Ft. Monmouth, NJ 07703-5000

(c) Commander

US Army Aviation and Missile Command (AMCOM)

ATTN: AMSMI-LC-MM-D Redstone Arsenal, AL 35809

(Redstone Arsenal under this Command)

(d) Commander

US Army Tank-Automotive and Armaments Command (TACOM)

ATTN: AMSTA-LC-CIAT Warren, MI 48397-5000

(e) Commander

US Army Test and Evaluation Command (ATEC)

ATTN: AMSTE-LG-S

Aberdeen Proving Ground, MD 21005-5055

(TECOM is not an NICP but requires copies of TDRs its subordinate TOs prepare)

(f) Commander

US Army Medical Material Agency

ATTN: TRANS Ft. Detrick, MD 21701

(All medical material units under this Command)

(g) Commander

US Army Soldier Biological Chemical Command

ATTN: AMSSB-RIM-L (N) Kansas St., Bldg 3 Room 129 Natick, MA 01760

- (3) Additional required distribution to Army primary sources of supply:
  - (a) Army Sources of Supply and NICP for Army managed-items. (See Appendix I, Paragraph C)
  - (b) Army Secondary Item Control Activities for non-Army managed items.
  - (4) For all shipments with shortages, partial loss, damage, theft, or pilferage, ensure that a copy of the SF 361 is furnished to the consignee's local stock control activity or requisitioner (copy to both the activity and requisitioner, when different offices).

# b. Navy.

(1) For CONUS commercial shipments, only, when the TAC begins with "N" or in cases where an LOA is used, the gaining agency is 17 and the appropriation chargeable is not 1105, 1106, 1107, 1108, or 1109, or the gaining agency is "97" and the sub-head starts with an "N", forward TDRs to:

DFAS Norfolk ATTN: Code NVV 9712 Virginia Avenue Norfolk, VA 23511-3297

Commercial: 757 443-4935; DSN: 646-4835 E-mail address: arlene.peterson@dfas.mil Commercial: 757 443-4834; DSN: 646-4834 E-mail address: margie.mitchell@dfas.mil Commercial: 757 433-4833; DSN: 646-4833 E-mail address: beverly.jones@dfas.mil

FAX: Commercial: 757 443-4650; DSN: 646-4600

- (2) For OCONUS commercial shipments, forward TDRs to servicing finance center.
- (3) Additional Navy Distribution requirements:
  - (a) For TDR involving ammunition and explosives, forward TDRs to:

Commander

Naval Ordnance Safety and Security Activity

Farragut Hall, Building D-323

23 Strauss Avenue ATTN: N714

Indian Head, MD 20640-5555

Commercial: 301 744-6043, ext.190; DSN: 354-6043, ext.190 Commercial: 301 744-6055/56, ext.110; DSN: 354-6055/56, ext.110

FAX: Commercial: 301 744-6093; DSN: 354-6093 E-mail address: heitzmannta@navsea.navy.mil

E-mail address: belloj@navsea.navy.mil

(b) For all shipments with shortages, partial loss, damage, theft, or pilferage, assure that a copy of the SF 361 is furnished to the consignee's local stock control activity or requisitioner (copy to both when different).

#### c. Air Force.

(1) Finance Center and Claims Office (CONUS commercial carrier shipments only). When the appropriation shown on the BL begins with "57" or if the TAC begins with an "F", forward TDRs to:

Commander

Defense Finance and Accounting Service

Indianapolis Center

ATTN: DFAS-IN-BVAYC

8899 East 56th Street

Indianapolis, IN 46249-0650

Commercial: 317 510-2650; DSN: 699-2650 FAX: Commercial: 317 510-7829; DSN: 699-7829

- (2) Additional Air Force Distribution Requirements.
  - (a) For any TDR involving ammunition, explosives, and other HAZMAT, forward TDRs to:

75 MUNS

7530 Eleventh Street

Hill AFB, UT 84056-5707

(b) For any Air Force sponsored SAP shipment, (first position of the TCN = D), including FMS or the SAP, forward TDRs to:

HQ AFMC/LGTT

4375 Chidlaw Road, Room B117

Wright-Patterson AFB, OH 45433-5006

Commercial: 937 257-3422/5631; DSN: 787-3422/5631 Fax: Commercial: 937 257-3371; DSN: 787-3371

Charles.werthiemer@wpafb.af.mil

(c) For all shipments with shortages, partial loss, damage, theft, or pilferage, ensure that a copy of the SF 361 is furnished to the consignee's local stock control activity or requisitioner (copy to both when different).

## d. Marine Corps.

(1) Finance Center and Claims Office (CONUS commercial carrier shipments only). When the TAC on the BL begins with "M", or in cases where an LOA is used, the gaining agency is "17" and the appropriation chargeable is 1105, 1106, 1107, 1108, or 1109, forward TDRs to:

Transportation Voucher Certification Branch (TVCB)

ATTN: 470

814 Radford Boulevard, Suite 20318

Albany, GA 31704-0318

E-mail address: mooretc@matcom.usmc.mil

- (2) Additional Marine Corps distribution requirements:
  - (a) Any Marine Corps International Logistics shipments, including FMS and SAP shipment(s), (first position of the TCN = K), forward TDRs to:

Navy Inventory Control Point (NAVICP)

**International Program** 

ATTN: Code PP764, Transportation Branch

700 Robbins Ave., Building 4B Philadelphia, PA 19111-5095

Commercial: 215 697-5002; DSN: 442-5002 FAX: Commercial: 215 697-0766; DSN: 442-0766 E-mail address: george verghis@fmso.navy.mil

- (b) For all shipments with shortages, partial loss, damage, theft, or pilferage, ensure a copy of the SF 361 is furnished to the consignee's local stock control activity or requisitioner (copy to both when different).
- e. US Coast Guard (USCG).

Commanding Officer (OGC) USCG Finance Center 1430 Kristina Way Chesapeake, VA 23326

Commercial: 757 523-6763 FAX: Commercial: 757 523-6024

E-mail address: rsmithling@fincen.uscg.mil

NOTE: Coast Guard personnel must follow Agency transportation discrepancy reporting guidelines contained in COMDTINST M4610.5, <u>Transportation of Freight</u> and COMDTINST M4610.6, <u>US Coast Guard Freight Loss and Damage System.</u>

# f. DLA.

(1) Finance Center and Claims Office (CONUS commercial carrier shipments, only). When the appropriation shown on the BL begins with "97" or if the TAC begins with an "S", forward TDRs to:

Defense Finance and Accounting Service (DFAS)

Indianapolis Center

ATTN: DFAS-IN-BVAYC

8899 East 56th Street

Indianapolis, IN 46249-0650

Commercial: 317 510-2650; DSN: 699-2650 FAX: Commercial: 317 510-7829; DSN: 699-7829 (2) Additional DLA Distribution Requirements. Forward a copy of the SF 361 to the applicable Defense Supply Center when requesting credit, repair, or disposition instructions. (Do not send Centers "status of shipment" or "requests for proof of delivery" requests. For lost, short-shipped or over-shipped shipments, submit a SF 364.) (See Figure 210-4)

Routing Identification Code: S9C/S9E

Defense Supply Center, Columbus

ATTN: DSCC-NAB P. O. Box 3990

Columbus, OH 43216-5000

DSN: 850-2089

FAX: Commercial: 614 692-4179; DSN: 850-4179

Routing Identification Code: S9G

Defense Supply Center, Richmond

ATTN: DSCR-JKR

8000 Jefferson Davis Highway Richmond, VA 23297-5000

DSN: 695-3209

E-mail address: s9grods@dscr.dla.mil FAX: Commercial: 804 279-6638

Routing Identification Code: S9I/S9T/S9S/S9M

Defense Supply Center, Philadelphia ATTN: DSCP-OMD (Transportation)

700 Robbins Avenue

Philadelphia, PA 19111-5092

Commercial: 215 737-3825; DSN: 444-3825

FAX: Commercial: 215 737-8400 Routing Identification Code: SMS

Defense Supply Center Philadelphia ATTN: Pam Stephens, DSCP-ILSI

700 Robbins Avenue

Philadelphia, PA 19111-5092

Commercial: 215 737-5237; DSN: 444-5237 FAX: Commercial: 215 737-7902; DSN: 444-7902 E-mail address: paa9346@exmail.dscp.dla.mil

Routing Identification Code: S7S

Defense Supply Center Philadelphia Pacific Region

ATTN: DCSPP-SCP 440 Fuller Way

Pearl Harbor, HI 96860-4967

Commercial: 808 471-0513; DSN: 315 471-0513 (Use the DSCP-OMD address to report discrepancies)

# g. DCMA.

(1) Finance Center and Claims Office (CONUS commercial carrier shipments only). When the appropriation shown on the BL begins with "97" or if the TAC begins with an "H", forward TDRs to:

Defense Finance and Accounting Service (DFAS) Indianapolis Center ATTN: DFAS-IN-RTEC

8899 East 56th Street Indianapolis, IN 46249-0001

Commercial: 317 510-2650; DSN: 699-2650 FAX: Commercial: 317 510-7829; DSN: 699-7829

(2) Additional distribution requirements:

- (a) Forward a copy of the SF 361 to the CMO and the TO on any shipment made by a contractor. The CMOs are located in Block 10 of the DD Form 250, <u>Material Inspection and Receiving Report</u>, Figure 210-15 and Block 6 of the DD Form 1155, Order for Supplies or Services, Figure 210-16.
- (b) For all shipments with shortages, partial loss, damage, theft, or pilferage, assure that a copy of the SF 361 is furnished to the consignee's local stock control activity or requisitioner (copy to both the activity and requisitioner, when different offices).

#### h. GSA.

(1) Direct all SF 361s on shipments made from or directed by GSA to the National Customer Service Center (NCSC). This includes direct delivery shipments from a vendor or contractor, but excludes shipments of commercial vehicles. The NCSC address is:

> GSA National Customer Service Center (6FRT) 1500 East Bannister Road, Building 4 Kansas City, MO 64131-3087

Commercial: 800 488-3111; DSN: 465-1416

- (2) The NCSC will also accept discrepancies sent via E-mail at rodsm.ncsc@gsa.gov, or through GSA ADVANTAGE. See <a href="https://www.gsaadvantage.gov">https://www.gsaadvantage.gov</a>, for more information on GSA ADVANTAGE.
- (3) Additional distribution requirements:

Submit TDRs for shortage, damage, theft, or pilferage on shipments of commercial vehicles purchased through GSA to the following address:

General Services Administration Federal Supply Service Automotive Division (FFA) 1941 Jefferson Davis Highway, Room 600 Arlington, VA 22202

	MATERI	AL INSF	PECTION AN	ID RECI	EIVING	REPO	RT			Form Approved OMB No. 0704-02	248
gathering and maintainin information, including st 1215 Jefferson Davis H penalty for failing to con	den for this collection of ir ig the data needed, and col- uggestions for reducing the ighway, Suite 1204, Arlini nply with a collection of inf PLEASE ND THIS FORM IN A	mpleting and burden, to gton, VA 22 ormation if it DO NOT	reviewing the colle Department of Defe 2202-4302. Respo does not display a RETURN YOU	ction of information	rmation. Songton Head Id be award Id OMB col ETED FO	and comme quarters S that notw trol number	ents regardi ervices, Dir vithstanding er. THE AB	ing this bui rectorate for g any othe	rden estimate or any or Information Operat r provision of law, no DDRESS.	other aspect of this colle ions and Reports (0704- o person shall be subject	ources, ction of -0248), t to any
PROCUREMENT I     (CONTRACT) NO	NSTRUMENT IDENTIFI	CATION	ORDER N	10.	6. INVO	ICE NO./	DATE	7	7. PAGE OF	8. ACCEPTANCE PO	OINT
2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L TCN					5. DISC	OUNT TE	ERMS		
9. PRIME CONTRAC	9. PRIME CONTRACTOR CODE				10. AD	MINISTER	RED BY		CC	DE	
11. SHIPPED FROM	(If other than 9) CODE	FOB:		12. PA	MENT V	VILL BE IV	IADE BY	cc	DE		
13. SHIPPED TO CODE					14. MA	RKED FO	R		cc	DE	
15.   16. STOCK/PART NO.   DESCRIPTION						17. QU SHIP/F	ANTITY REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT	Г
ITEM NO. Imalicate number - container number.)											
21. CONTRACT C	UALITY ASSURANCE	CE							CEIVER'S USE		
has been made by r	CCEPTANCE of listed it me or under my supervi ntract, except as noted ments.	ision and	b. DESTINATIO	ACCEPTA me or und to contract	der my su , except a	ervision	and		ent good condition	umn 17 were receive n except as noted. JATURE OF AUTHORIZE RNMENT REPRESENTAT	
TYPED NAME: TITLE:	SIGNATURE OF AUTHOR GOVERNMENT REPRESEN	RIZED TATIVE	DATE TYPED NAME: TITLE: MAILING ADDRES		IATURE OF RNMENT RI	AUTHORI PRESENT	ZED ATIVE	MAILING	ADDRESS:		
COMMERCIAL TELEPHONUMBER:	MAILING ADDRESS:  COMMERCIAL TELEPHONE NUMBER:  MAILING ADDRESS:  COMMERCIAL TELEPHONE NUMBER:					* If quantity received by th as quantity shipped, indicat				ate by (X) mark; if antity received below	
DD FORM 250			PREVIO	US EDITI	ON IS O	BSOLET					

Figure 210-15. DD Form 250, Material Inspection and Receiving Report

14. SHIP TO CODE 15. PAYMENT WILL BE MADE BY CODE PACKAGES AND PACKAGE	ORDER FOR SUPPLIES OR SERVICES											PAGE 1 OF	
3. CONTRACTOR   CODE	1. CONTRACT/	PURCH ORDER/AGREEMENT NO.	2. DELIVERY	ORDER/CALL NO.				4. REC	OITISIUG	N/PURCH	REQUEST NO.	5. PRIORITY	
ADDRESS IN THE GOVERNMENT AND APPROPRIATION DATA/ACCAL USE  15. PAYMENT WILL BE MADE BY CODE	6. ISSUED BY		CODE	7. /	ADM	INISTERED BY (If a	other than t	6)	CODE			DESTINATION OTHER (See Schedule if	
ADDRESS  14. SHP TO  CODE  15. PAYMENT WILL BE MADE BY  CODE  15. PAYMENT WILL BE MADE BY  CODE  16. MAIL INVOICES TO THE ADDRESS IN BLOCK  MARK ALL PACKAGES AND DEDITIONATION NUMBERS IN BLOCKS 1 AND 2.  17. PAYMENT WILL BE MADE BY  CODE  18. DELIVERY  TYPE OADER  Reference you  ACCEPTANCE: The CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERS PRESENTED BY	9. CONTRACTO	)R	CODE		F	ACILITY					DINT BY (Date)		
14. SHP TO CODE 15. PAYMENT WILL BE MADE BY CODE MARK ALL PACKAGES AND PAPERS WITH DEMTINGATION DESTRUCTION OF COLUMN TO THE CONTROL OF THE C	AND											WOMEN-OWNED	
PACKAGES AND OF PACKAGES AND SERVICE OF SUPPLIES SERVICES  16. TOWN NO. 19. SCHEDULE OF SUPPLIES SERVICES  17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  18. TIEM NO. 19. SCHEDULE OF SUPPLIES SERVICES  20. GUANTITY OF THE CONTRACTOR PRIESE STATES OF AMERICA  19. TIEM NO. 19. SCHEDULE OF SUPPLIES SERVICES  20. GUANTITY OF THE CONTRACTOR PRIESE STATES OF AMERICA  21. TIEM NO. 19. SCHEDULE OF SUPPLIES SERVICES  22. GUANTITY OF THE CONTRACTOR SERVICES  23. AMOUNT CONTRACTOR OF THE CONTRACTOR PRIESE STATES OF AMERICA  24. UNITED STATES OF AMERICA  25. TOTAL  26. ONTRACTING/ORDERING OFFICER  26. ONTRACTING/ORDERING OFFICER  27. OUNTING AND APPROPRIATION DATA/LOCAL USE  28. SHIP. NO. 29. D.O. VOUCHER NO. 30. INITIALS  28. SHIP. NO. 29. D.O. VOUCHER NO. 30. INITIALS  29. EMAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  28. SHIP. NO. 29. D.O. VOUCHER NO. 30. INITIALS  29. FARTIAL  20. TIELEPHONE NUMBER  29. EMAIL ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  29. SHIP. NO. 29. D.O. VOUCHER NO. 30. INITIALS  31. PAYMENT  33. AMOUNT VERIFIED CORRECT FOR  34. CHECK NUMBER  35. BILL OF LADING NO. 42. SR RECEIVED  36. CHECKER NUMBER  37. RECEIVED  38. RECEIVED  39. RECEIVED  39. PARTIAL  40. FIREAL  41. FIREAL  42. SR VOUCHER NO. 44. SR ACCOUNT NUMBER  37. RECEIVED  38. RECEIVED  39. RECEIVED  39. RECEIVED  30. RECEIVED  30. RECEIVED  30. RECEIVED  30. RECEI	•	<u></u>				•		13. M	AIL INVO	DICES TO	THE ADDRESS	IN BLOCK	
If this box is marked, supplier must sign Acceptance and return the following number of copies:    If disease   Type	14. SHIP TO		CODE	15.	. PAY	MENT WILL BE MA	ADE BY	Í	CODE			PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN	
ORDER    ORDER   PURCHASE	IO. CALL	ERY/ This delivery order/cal	l is issued on a	nother Government age	ency	or in accordance wi	ith and sub	ject to 1	terms an	d conditio	ns of above nur	nbered contract.	
SEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.  NAME OF CONTRACTOR  SIGNATURE  TYPED NAME AND TITLE  TYPED NAME AND TITLE  DATE SIGNED  PYPYMAMICD)  19. SCHEDULE OF SUPPLIES/SERVICES  20. QUANTITY ORDERED' ACCEPTED  UNIT  21. QUANTITY 21. QUANTITY 21. QUANTITY 21. QUANTITY 22. UNIT PRICE  23. AMOUNT  \$0.000	OF PURC	HACE	- THE LOT OF	··· FREDV. A COEDTO THE	- 05	DECRECENTED	SV THE N		- PURC				
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DD FORM 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

Figure 210-16. DD Form 1155, Order for Supplies or Services

i. International Logistics Shipments.

(1) For FMS, SAP, and Presidential Determination, forward TDRs to:

Defense Finance and Accounting Service (DFAS), Denver

Directorate for Security Assistance

ATTN: DFAS-AW/DE 6760 E. Irvington Place Denver, CO 80279-2000

Commercial: 303 676-6391

E-mail address: greg.keiling@dfas.mil

Also, forward a copy to the responsible in-country military assistance advisory group.

(2) Sponsoring Service International Logistics Coordinating Office listed under the applicable Service section. The sponsoring service determines the first position of the TCN, for example:

B = Army

D = Air Force

P = Navy

K = Marine Corps

- j. Army and Air Force Exchange Service (AAFES).
  - (1) Finance Center and Claim Office:

Headquarters

Army and Air Force Exchange Service (AAFES)

ATTN: CM-1, P.O. Box 222305

Dallas, TX 75222

(2) For any AAFES consignor, provide a copy to:

**HQ AAFES** 

ATTN: LG-T, Box 660320 Dallas, TX 75266-0320

Exchange Customer Contact Center: 877 891-7827

- k. Headquarters, Defense Commissary Agency (DeCA).
  - (1) Finance Center and Claim Office:

Headquarters, Defense Commissary Agency (DeCA)

Transportation Division

1300 E Avenue, ATTN: Ms. Arlene Ripp, Manager

Building 11200

Fort Lee, VA 23801-1800

Commercial: 804 734-8878; DSN: 687-8878

FAX: Commercial 804 734-8666 E-mail address: arlene.ripp@deca.mil

Message address: DECA FT LEE VA//CC/TR//

3PL Contract Shipments. Transportation discrepancies in shipment must be reported directly
to the contractor using the TDR module in ETA/GFM. Discrepancy reporting requirements
and claim settlement information are in Appendix C, Performance Work Statement, of the
3PL Contract. Access them at <a href="http://websearch.mtmc.army.mil/CONTENT/5764/mod5.pdf">http://websearch.mtmc.army.mil/CONTENT/5764/mod5.pdf</a>.

# 4. SAP Addresses.

- a. Sponsoring US Military Services/IA. A copy of any submission related to the SAP should go to the Security Assistance Agency that generated the shipment involved. The US Army, US Navy, US Air Force and the Defense Reutilization and Marketing Service (DRMS) are the major IAs involved in the SAP. The addresses to use for furnishing SAP Agency copies are found in Paragraph F.5.f of Appendix E of this regulation.
- b. Director DFAS Denver Center SAAC

ATTN: DFAS-D

6760 East Irvington Place Denver, CO 80279-2000

## J. TDR POLICY OFFICE ADDRESSES

- 1. The following activities are responsible for TDR policy issues:
  - a. Air Force

Commander

Air Force Material Command

ATTN: LSO/LOTC

5215 Thurlow Street, Suite 5, Building 70 Wright-Patterson AFB, OH 45433-5540

Commercial: 937 257-4814; DSN: 787-4814 FAX: Commercial: 937 257-4403; DSN: 787-4403 E-mail address: Margaret.proctor@wpafb.af.mil

b. Army

HQDA, ODCSLOG Transportation Policy Division ATTN: DALO-TSP 500 Army Pentagon Washington, DC 20310-0500

Commercial: 703 614-1524; DSN: 224-1524 E-mail address: edgar.suckfiel@hqda.army.mil

c. Marine Corps

Headquarters Marine Corps ATTN: Code LPD-1 2 Navy Annex Washington, DC 20380-1775

Commercial: 703 695-7930; DSN: 225-7930

FAX: Commercial: 703 695-8160

E-mail address: feaganstm@hqmc.usmc.mil

d. Navy

Naval Transportation Support Center ATTN: Code 02A

1837 Morris Street Norfolk, VA 23511-3492 Commercial: 757 443-5401; DSN: 646-5401 FAX: Commercial: 757 443-5411; DSN: 646-5411

E-mail address: jo.policastro@navy.mil

### e. USCG

Commandant

**United States Coast Guard** 

ATTN: G-SLP

2100 Second Street, SW Washington, DC 20593-0001

Commercial: 202 267-0640 FAX: Commercial: 202 267-4516 E-mail address: jchrist@comdt.uscg.mil

## f. DLA

Defense Logistics Agency

ATTN: J-3733

8725 John J. Kingman Road, Suite 4234

Ft. Belvoir, VA 22060-6220

Commercial: 703 767-3638; DSN: 427-3638 FAX: Commercial 703 767-3628; DSN 427-3628

E-mail address: trans@hq.dla.mil

# g. DCMA

Defense Contract Management Agency

ATTN: DCMA-OCT

6350 Walker Lane, Suite 300 Alexandria, VA 22310-5000

Commercial: 703 428-1590; DSN: 328-1590

FAX: Commercial: 703 428-1898; DSN: 328-1898

E-mail address: paul.kretzing@dcma.mil

# h. GSA

General Services Administration

ATTN: Jim Stroup, Transportation Management Specialist

Customer Service Branch II (6FRB) 1500 East Bannister Road, Building 4

Kansas City, MO 64131-3088

Commercial: 816 823-3060 EXT 66015 E-mail address: jim.stroup@gsa.gov

## K. TDR CODE USAGE

1. Discrepancy Type and Cause Codes. Appendix I, Paragraph D lists possible discrepancy codes. The first portion indicates type of discrepancy and second position indicates cause of discrepancy, e.g., astray cargo attributed to incomplete marking would be coded "A3", and damage attributed to spoilage would be coded "DG". The second position must agree with one of the discrepancy causes assigned to the discrepancy type reported in the first position.

- 2. Mode of Shipment--Container and Breakbulk. Appendix I, Paragraph E identifies the type of packing used for container and BB shipments. For ATCMDs, the mode should indicate the initial movement from the origin shipping activity.
- 3. MTMC VAN, MILVAN, SEAVAN Shipments. The first position of the code is always "A" for MTMC VANs, "Y" for MILVANs and "Z" for SEAVANs. The second position of the code in Appendix I, Paragraph F, identifies who loaded the vans and to what capacity the vans were loaded.
- 4. Type Pack Codes. The type pack codes in Appendix I, Paragraph G, identifies the type of packing used for container and BB shipments.

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# **CHAPTER 211**

#### LOSS AND DAMAGE CLAIMS PROCEDURES

## A. PURPOSE

This chapter provides policies, procedures, and requirements to develop factual evidence to support freight loss and damage claims against commercial carriers for in transit loss or damage to DOD property. This chapter cancels AFR 177-19/AR 735-11-1/NAVSUPINST 4610.34E/MCO P4610.16E/DLAR 4500.12, Uniform Settlement of Military Freight Loss and Damage Claims.

### B. GENERAL

- 1. Chapter 210 requires transportation personnel to report transportation-type discrepancies for shipments received by DOD activities when transported by a commercial carrier. The TO must notify the carrier of a discrepancy in shipment.
- 2. 49 USC 11706, <u>Liability of Rail Carriers Under Receipts and Bills of Lading</u> and 14706, <u>Liability of Carriers Under Receipts and Bills of Lading</u> provides that a shipper who suffers damage to property during transportation in interstate commerce will be compensated for "... the actual loss, damage, or injury to such property caused by ... the common carrier." Each Service has a claims office with final resolution authority to file claims against the carrier.
- 3. To ensure the recovery of monies due the DOD from commercial carriers who lose or damage freight, claims offices provide experienced claims professionals and act as the central point for DOD freight loss and damage claims.
- 4. The TO is responsible for reporting transportation-type discrepancies. The TO must have knowledge of and familiarity with the rules and regulations governing shipments by commercial carriers to make an investigation and place responsibility for property loss or damage. The TO is encouraged to discuss the discrepancy with the carrier's local agent. This may bring out facts helpful in developing the discrepancy and document potential issues while evidence is readily available. This may help later to resolve, clarify, or dispute a carrier inquiry or protest. The TO must not discuss carrier liability during conferences with carrier agents. Discussion of liability with the carrier is reserved for the claims office, which establishes the claim.
- 5. The commanding officer at each DOD activity requires all individuals responsible for property at that activity to know whether property was lost or damaged while in transit and in the custody of a commercial carrier.
- 6. Internal controls must ensure that all unit activities (Supply, Maintenance, or Distribution) work in conjunction with the TO to provide valid data for use when reporting transportation discrepancies. Controls must also ensure that discrepancies are investigated and reported to the claims office accurately, completely, and timely.

#### C. PROCEDURES

- 1. Before claim action can be initiated, the TO must complete three actions:
  - a. Initiate Report. Transportation personnel must gather facts on the time, place, and circumstances of an in transit property loss or damage.
  - b. Additional Development. Coordinate the loss or damage investigation with other offices and obtain legal or technical help as necessary.
  - c. Evaluate Responsibility. Determine who is responsible for the loss or damage.

2. Initiating Claim Action. Calculate the amount of loss or damage. Determine if the carrier is responsible for the loss or damage. When the loss or damage is less than \$500, file a claim against the carrier, following the procedures outlined in Figure 209-1, Local Claim Filing Guidelines. When the loss or damage exceeds \$500, send a completely documented TDR (See Figure 210-1) to the finance center or claim office for action.

# **Local Claim Filing Guidelines**

- 1. These are the minimum basic requirements for filing a loss or damage claim against a commercial carrier. These procedures supplement the procedures in Chapter 210 for completing and submitting a TDR package to the appropriate finance center/claims office. These local claim-filing procedures must be followed after the TDR investigation is complete. Refer to Paragraphs 5 and 6 below for guidance.
- 2. By law, the claim must be proven with documented evidence that proves all three points below:
  - a. Shipment was given to the carrier in good condition.
  - b. Shipment was delivered in lesser condition or quantity than when tendered to the carrier.
    - The amount of the loss.
- 3. The carrier can relieve itself of liability by showing evidence that one of the following exceptions apply and that the carrier was not negligent. The exceptions are the act of God, act of the public enemy, act or mandate of public authority, act or fault of the shipper, and/or defects in or inherent vice of property. See Paragraph G, for a more detailed explanation of these exceptions.
- 4. To properly file a shortage or damage claim against a carrier, refer to Chapter 210, Paragraph F.2.h. for the minimum supporting documentation needed. To determine the actual value of the Government's loss, refer to Paragraphs L through W. These paragraphs discuss the measure of damage, replacement or repair issues, and salvage. Become familiar with these basic concepts to effectively file a valid freight loss and damage claim against a carrier.
- 5. Claims for loss or damage must be filed within a certain amount of time. The time limitation is based on the mode of transportation used. Consult the chart in Chapter 210, Paragraph D.3 for the basic claim filing time limits. The time limit is greatly reduced when an air or small package carrier moved the shipment.
- 6. Once the investigation is complete and all evidence has been gathered, reviewed and documented, file a formal claim against the carrier. The TO may:
  - a. Use the carrier's own claim form(s). To obtain the form(s), contact the carrier's local terminal. Inform the carrier of the need to file a freight loss and/or damage claim and request they mail or fax their form(s).
  - b. Prepare a SF 362. (See Figure 210-2) This form can be accessed at <a href="http://hydra.gsa.gov/forms/">http://hydra.gsa.gov/forms/</a>. This website has a fill-in on the screen (FormNet Fill) version of the SF 362 along with blank version (PDF view) that can be printed and completed with a typewriter.
  - c. Regardless of the form used, prepare a cover letter to the carrier advising that a freight loss and/or damage claim is being submitted. This letter should instruct the carrier where to send the claim payment check. (Note: Small package carriers generally send the claim check to the shipper only.) Provide the carrier with a copy of all supporting documentation, including photographs and the SF 361 (front side only), in the claim package. Submit the claim package by a traceable means to the carrier's home office, not its local terminal.
- 7. Some carriers permit filing claims online. If this option is available, comply with all instructions provided by the carrier for supporting documentation. Consult with the carrier's local terminal if problems are encountered.
- 8. The carrier must acknowledge the claim within 30 days. Follow up with the carrier after 60 days. The carrier has 120 days to pay, protest, or deny the claim. If there are any problems or concerns, or no response is received from the carrier, then forward the TDR and supporting documents along with a copy of the claim package to the appropriate service or agency finance center/claims office. Advice or assistance may be requested at any time from claims office personnel to resolve the claim.

# Figure 211-1. Local Claim Filing Guidelines

#### D. INVESTIGATING DISCREPANCIES

The primary purpose of discrepancy investigation is to determine responsibility for loss or damage and establish the full actual loss to the Government. The TO must conduct a full and impartial investigation of the responsibility for loss or damage. The investigation must establish such factors as proximate cause of damage, measure of loss or damage, market value (or Federal Supply Catalog or DLA Consolidated Management Data List value), preshipment reparable value, salvage allowance, depreciation, inspection by the carrier or Government, actual repair cost, and disposition of damaged property.

#### E. EVALUATING FACTUAL INFORMATION AND EVIDENCE

The TO determines responsibility for loss or damage based on sound and conclusive evidence compiled during the investigation and completes Block 37 of the TDR accordingly. The TO enters only factual information when describing discrepancies and clearly defines the circumstances surrounding the loss or damage in the "Remarks" (Block 43) section of the TDR. When facts are established from oral testimony, the person giving the testimony must be identified by name and position. Direct statements must be quoted.

## F. SHIPPER OR CONTRACTOR RESPONSIBILITY

The TO may obtain findings of the Contract Administration Office as to shipper or contractor liability under the contract. When such responsibility is indicated, these findings are required even if carrier liability is involved. (Use the SF 364, (Figure 210-4), for reporting, adjusting, and accounting for supply-type discrepancies.)

#### G. DETERMINING LIABILITY

- 1. Common Law Rule. A common carrier is liable for the loss of, or damage to, property received for transport. The carrier can justify or excuse a default where a loss or injury occurs through:
  - a. Act of God. As defined, an event that could not happen by the intervention of man, or be prevented by human skill, knowledge, or foresight. It includes extraordinary floods, storms, unusual lightning, sudden tempests, severe frosts, earthquakes, tidal waves, and the like. An act of God, as known in law, is such unusual and extraordinary manifestation of the forces of nature that it could not, under normal conditions, be anticipated or expected. It justifies the failure of the common carrier to perform its contract of carriage and relieves it of the liability for the loss of or injury to the property. The rule, however, is not absolute. Although loss or injury to property results from an act of God, if the carrier is negligent in avoiding or lessening the loss or damage, it is liable. For example, the rule does not apply if:
    - (1) The carrier fails to obtain or ignores local reports of severe storms and brings the property into contact with the destructive force.
    - (2) The event is not the immediate or only cause of the loss or damage. As an example, the carrier takes property into an area recently struck by an earthquake, ignoring reports of unsafe roads and unstable buildings and requests to remain clear of the area. If the carrier is involved in an incident that damages the property, it is liable. The earthquake was not the immediate cause of the damage.
    - (3) A freezing condition occurs at a season of the year or in a climate where freezing weather is to be reasonably expected.

- b. Act of the Public Enemy. Carriers are not liable for loss or damage caused by acts of organized military or naval forces of a nation at war with the US. Groups such as mobs, rioters, or strikers are not considered as the "public enemy" and losses caused by them do not fall within this exception.
- c. Act or Mandate of a Public Authority. Common carriers are under the control of public authority to the same extent as other persons, and must equally obey the orders of properly constituted government officials. If freight is lost or damaged as a result of obedience to such orders, without any intervening fault of the carrier, the carrier will not be held responsible.
- d. Act or Fault of the Shipper. A common carrier is not liable for any loss or injury resulting from the act or fault of the shipper without fault on the part of the carrier. This exception to the carrier's common law liability includes every case where the loss is caused by the shipper's act, whether that act is one of negligence, misconduct, or misfortune. The rule most frequently applies to cases of loss due to defective packing and improper loading.
  - (1) Three elements must be present to give the rule effect: the shipper performed the packing or loading; there was a defect in the packing or loading; and, the defect was concealed from ordinary observation.
  - (2) If the carrier acknowledges improper packing or loading, or if either is apparent upon ordinary observation and inspection, it is the duty of the carrier to refuse receipt of the property. If the carrier accepts the property, the carrier cannot be relieved of liability for loss or injury resulting from the defective packing or improper loading.
- e. Defects in or inherent vice of property. This exception arises from the nature and existing character of the property carried. A carrier is not liable for loss or damage to a shipment resulting from an existing defect in the property shipped and not caused or contributed to by carrier negligence. Generally, exceptions are made on perishable goods shipments subject to decay, fermentation or evaporation. Of a more complex nature, and harder to prove as to defect or inherent vice, are items of property subject at the time of shipment to metal fatigue, defective welding, structural weakness, faulty workmanship, or poor material integrity. A carrier is not an insurer against loss caused by the nature, vice, or infirmity of the property shipped. Under federal rules, when a carrier shows that the damage resulted from the inherent infirmity of goods transported under circumstances shown not to be negligent, the burden of proving negligence rests with the claimant.

## H. BEGINNING OF LIABILITY

A common carrier assumes liability when it receives freight under its control; e.g., as soon as the delivery is complete and the possession of the goods is transferred from the shipper to the carrier. No formal acceptance is necessary. If a BL was not receipted, this does not necessarily indicate that the carrier did not accept the goods. Delivery cannot be complete if there is something that must be done by the shipper before the goods can be forwarded. However, if it is the carrier's responsibility to deliver the material without further shipper action, the carrier's liability has begun.

# I. CARRIER'S DUTY TO PROTECT PROPERTY

A carrier's duty is not limited to the transportation of goods delivered for carriage. Law requires the carrier to protect the goods from preventable destruction and injury. The carrier must guard the goods from destruction or from the elements, the effects of delays, or other sources of damage that, by exercising care and ordinary intelligence, it could anticipate and prevent.

# J. COMMON CARRIER FAULTS

- 1. The carrier is responsible for loss or damage, when:
  - a. A fire, wreck, or other casualty, not directly attributable to an act of God, destroys the property in its possession.
  - b. The loss or injury is attributable to a combination of an act of God and the negligence of a carrier. If the loss or damage could have been averted had the carrier acted with caution or efficiency, the carrier may not be relieved of liability. See the second example under the act of God exception.
  - c. The freight disappears while in its possession; this includes theft or pilferage.
  - d. The freight is delivered, without authority, to other than the designated consignee.
  - e. The freight is damaged through rough handling in transit, at carrier's terminals, or transfer points.
  - f. Defective or inadequate packing or loading is readily apparent and could be observed by the carrier at time of acceptance, but the carrier still accepts the shipment for transport.
  - g. The carrier fails to provide safe and adequate service, equipment, or facilities for the transport of the property.
  - h. The shipper seals the freight and the carrier breaks the seal(s).
    - (1) TL/CL freight. If the carrier breaks the seal(s) en route to the destination, reseals the freight, and then delivers freight short or damaged, the carrier may be held liable.
    - (2) LTL/less-than-carload (LCL) freight. If the carrier breaks the seal(s) at the local terminal or first BB point and discovers shortage/damage, but fails to notify the shipper of discrepancies, the carrier may be held liable.
  - i. The carrier fails to properly load, stow, block, or brace a LCL or LTL shipment.

#### K. COMMON SHIPPER FAULTS

- 1. The carrier may be relieved of responsibility for loss or damage occurring en route when it can be proven that the shipper:
  - a. Failed to ship items described or listed on the BL.
  - b. Failed to package and pack the shipment properly.
  - c. Failed to use suitable containers, pallets, skids, etc., for shipment.
  - d. Failed to load, stow, block, and brace a CL or TL shipment properly.
  - e. The examples above do not apply if the carrier knew about the improper lading, loading, or similar deficiency or if such were apparent upon ordinary observation. The carrier is not relieved of liability if a deficient shipment is accepted for transport.

# L. MEASURE OF LOSS AND DAMAGE - DETERMINING VALUE

1. Right to Recover Money. The DOD is entitled to payment for the actual loss of or damage to property. The Government's damages will be measured as determined by principles of law. The exact amount of loss or damage must be documented. Claims for commercial carrier loss or damage to Government property are based on firm evidence and documented facts. The burden is on the Government to prove the loss or damage occurred while the property was in the carrier's possession. Evidence submitted must support both the charge of carrier responsibility and the

- amount of the Government's loss, including any incidental damage arising from the loss or damage to the property. Incidental damages are those expenses reasonably and necessarily incurred by the Government to restore the property or to mitigate the damages. The actual value of the lost or destroyed property may be at market value at the time of the shipment.
- 2. Property Valuation at "market value". The term "market value" is not always applicable to Government property. Some DOD property is not suitable for commercial or industrial use, and valuable for military purposes only, with no comparable commercial market value. The law provides that the measure of loss or damage to an article having no "market value" is the value of the article to the owner (14 American Jurisprudence, Second Edition. § 631, Carriers).
- 3. Contracts, purchase orders, and invoices are acceptable proof of value and sometimes apply when an item moves from the manufacturer to the first Government destination. However, these procurement documents are not maintained as a means of determining property value after the purchased items are placed in the federal property system. Price quotations may be obtained from a variety of supply systems, e.g., FED LOG, and become the authority for the value of the lost or damaged item. The price quote is based on the average purchase of like items procured by DLA, DCMA, GSA, or the Service under contract for the same period. These costs are usually less than open market prices due to the volume of purchases.
- 4. If, for some reason, the value is unknown or there is doubt concerning the pre-shipment value of an item lost or damaged, consult the IM, who determines value based on consideration of original cost, utility and use, condition and age, and extent, if any, to which it has deteriorated or depreciated. If there is a continuing need for a like or similar item, and there are none available in the supply system, the value may be the estimated cost to reproduce or replace the item (including transportation cost) less allowances, for preshipment condition of the property lost or irreparably damaged.
- 5. Sometimes lost or damaged property has no value other than as scrap. The property may be obsolete or shipped for disposal through the established property disposal channels. If the property has no value other than as scrap, that value will represent the measure of loss.

## M. PROPERTY DEPRECIATION

- 1. Many items of government property, although classified as serviceable (material condition code A), are depreciated in value at time of shipment from one site to another. When "used" property is lost, irreparably damaged, or damaged beyond economical repair, the level of depreciation must always be considered when determining the amount of the Government's actual loss.
- 2. For property in "pre-shipment reparable" condition, both depreciation allowance and average standard cost of repair may apply for computation of the actual loss. When there is a continuing need for an item and it must be replaced, the amount of loss is based on the adjusted replacement cost. Obtain it by deducting the depreciation applicable to the used item from the cost of a new like item. For property that will not be replaced, the amount of loss is determined by deducting the depreciation allowance from the original cost or the supply system price quotation under which the property was carried in DOD inventory.
- 3. Usually, a depreciation rate is based on the service-life expectancy of an item of property. The IM of the class of property should maintain these rates. When a depreciation allowance applies, the TO requests it from the IM. Depreciation allowances based on the technical knowledge of the IM will establish a sound basis for an equitable claim. The statement of depreciation allowance must accompany the TDR, and must show factors considered and the method used to compute the depreciation allowance. The depreciation allowance statement documents the claim against the carrier. As applicable to the item involved, the statement should include:

- a. Date of purchase and manufacturer.
- b. Original acquisition cost.
- c. Replacement cost of a like item and source of this quotation.
- d. Estimated or published life expectancy (if published, give the source).
- e. Preshipment condition.
- f. Current need to the DOD.
- g. Average standard repair cost, when an item was shipped in "reparable" condition.
- h. See Figure 211-2 for an example of a pre-shipment value statement.

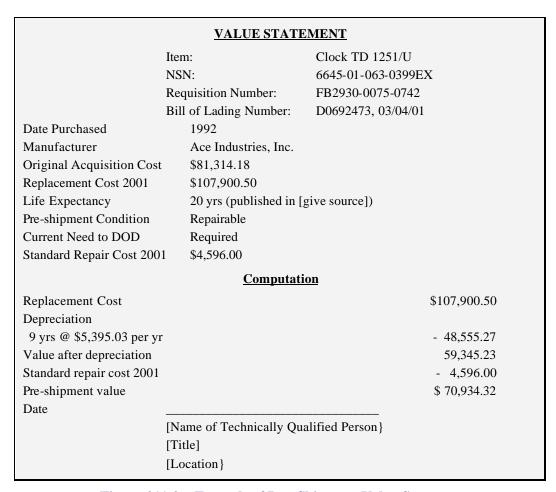


Figure 211-2. Example of Pre -Shipment Value Statement

# N. REPAIRS AND COSTS

- 1. As with all elements of damages, the cost of repair (actual or estimated) must be shown to be reasonable.
- 2. Actual Costs. When damage occurs to DOD property and the damage can be repaired, the damages are measured by the cost of the repair necessary to restore the property to its condition before the injury. The DOD is not entitled to any portion of the repair cost that makes the property more valuable than it was before the injury. If the cargo was shipped with pre-existing

- damage, a needed repair or for update prior to shipment, that cost is deducted from the actual repair cost. The carrier cannot be charged for a pre-existing condition, only for the damage it caused.
- 3. Several options exist when repairs are made to the damaged property. Some repair actions follow. The property owner must work with the TO to determine the proper course of action and acquire the necessary funds for repair. The claims office does not furnish the funds for repair. In all instances, the matter should be coordinated with the carrier before repairs are made.
- 4. Property on Which Repairs Will Be Estimated. It is not necessary to spend money or owe a repair bill to recover the cost of repair (78 American Law Reports (A.L.R.) 905). When repair will not be made, repairs will be delayed due to lack of parts or backlog in the repair facility, or when the damaged property must be shipped to another facility for repair, use the estimated repair costs to settle claims.

## O. CARRIER REPAIR OF DAMAGED PROPERTY

- 1. The carrier may repair damaged property (except classified and protected cargo). NOTE: Do not release Top Secret, Secret, Confidential, sensitive, or technical supplies or equipment to a carrier for repairs. When the carrier performs the repairs, the carrier must agree in writing to:
  - a. Restore the damaged property to the condition it was in when the Government released it for shipment.
  - b. Repair the damaged property to meet military or contract specifications.
  - c. Repair the property promptly.
  - d. Return the repaired property to the releasing activity or other activity directed to receive it, without undue delay.
  - e. TO will obtain a receipt for the property when released to the carrier for repairs. When the above conditions have been met, the TDR should be canceled as no claim against the carrier is warranted.

# P. CARRIER REPLACEMENT OF DAMAGED PROPERTY

- 1. The carrier may elect to replace damaged property at no cost to the Government. When the carrier replaces damaged property, it must agree, in writing to:
  - a. Replace the damaged item with an identical one.
  - b. Replace the damaged item promptly.
  - c. Deliver the replacement item damage-free.
- 2. The TO will give the damaged item to the carrier for salvage or disposition and cancel the TDR as no claim action is warranted. However, do not release Top Secret, Secret, Confidential, sensitive, or technical supplies or equipment to a carrier.

# Q. REPAIR OF DAMAGED PROPERTY

- 1. When DOD property is damaged in transit and a claim is filed against the carrier, the carrier is entitled to receive an itemized repair cost statement (breakdown) of the actual repair costs relating to the damaged item. The repair cost statement should contain parts, labor, and overhead as separate items.
- 2. Transportation Charges to Repair Facility. When it is necessary to send damaged property to a repair activity, add the freight transportation cost(s) to and from the repair facility to the TDR.

When damaged property is sent to a repair activity, then transshipped, the transportation cost chargeable may not exceed the original transportation charges to the repair activity and back to the original BL destination location. If the item is a replacement, the record must show that a second item was shipped to replace the damaged item. Normally, this charge will not exceed the cost of sending the damaged item to and from the repair facility, provided the replacement is shipped from the facility by the same mode. Transportation charges to and from repair activities must be supported by copies of the applicable BL, carrier's freight bills, and a statement showing that the repair could not have been made locally at less cost by a government facility or a commercial firm.

- 3. Prevention of Loss of Identity at Repair Facility. Because of the administrative costs involved, repair facilities do not maintain repair cost data for each item repaired. They can, however, provide the actual itemized repair cost data for repair of in transit damages when the reporting activity properly marks the damaged property for shipment to the repair facility and shows that separate repair cost data is needed for freight loss and damage claim action. To prevent loss of the damaged items and their actual repair cost data at the repair facility, the reporting activity must:
  - a. Notify repair facility's transportation personnel and request they alert the IM and maintenance shop or facility of pending shipment of damaged property and the requirement for separate actual repair cost data for claim action against the carrier. Ensure the BL, shipping document, and "reparable" tag attached to the damaged property are all annotated to show the office responsible for the TDR, file reference number, BL number, and that the actual repair costs applicable to the specific item are required to file a freight loss and damage claim against the carrier.
  - b. Ensure the repair facility/maintenance shop is capable of and responsible for providing the actual repair cost statement, when the reporting activity places them on notice that separate actual repair cost data is required.
  - c. If the item loses its identity at the place of repair and another is shipped to replace it, include transportation charges for the replacement item on the TDR.

# R. REPAIR COSTS CHARGED BY MILITARY FACILITIES WITH A COST ACCOUNTING SYSTEM

In addition to the direct costs of material and labor, Services must include the overhead costs for the claim. Where a cost accounting system is used, the overhead costs provided by that system will be included in the repair cost statement. If the overhead costs are not provided by the cost accounting system, repair costs should be computed using the procedures in the Paragraph S. Figure 211-3 is an example of a repair cost statement.

# **Repair Costs**

Assume a repair job required 40 hours of regular civilian time plus 10 hours overtime. Overtime was authorized because the item was required to support a priority mission. The regular civilian rate is \$15.50 per hour. Military apprentices (E-1) worked 10 hours at the standard rate of \$9.65 per hour plus 32 percent of the total standard rate. Material (itemized) used in the repair work cost the Government \$675.50. Some parts removed were salvaged at the local DRMO. Salvage value is \$52.75.

REPAIR COST STATEMENT										
<u></u>										
Item: Aircraft Leading Edge Value: \$49,750.00										
Civilian labor 40 hours @\$15.50/hour\$ 620.00										
Civilian indirect labor costs										
42.9% of civilian labor cost										
Civilian overtime 10 hours @ \$23.25/hour232.50										
Military labor 10 hours @ \$9.65/hour96.50										
Military indirect labor costs										
32% of military labor cost										
Total Labor Cost										
Overhead										
30% of total labor cost										
Direct material cost (must be itemized)										
Accessorial Cost										
3.5% of direct material cost										
Salvage value of parts removed(52.75)										
Total Repair Cost\$2,266.01										
Date										
[Name of Technically Qualified Person}										
[Title]										
[Location]										

Figure 211-3. Example of Repair Costs (Direct and Indirect) by a Military Facility Without a Cost Accounting System

# S. REPAIR COSTS (DIRECT AND INDIRECT) CHARGED BY MILITARY FACILITIES WITHOUT A COST ACCOUNTING SYSTEM

- 1. Activities that do not have detailed cost accounting data should compute the cost of repair work as follows:
  - a. For repair work performed by civilians, charge the cost of the regular civilian time plus 42.9 percent, which covers the cost of annual leave, sick leave, holidays, and contributions to employee benefit programs.
  - b. Add the direct cost of any civilian overtime to (a) above, but do not add the 42.9 percent to the overtime rate.
  - c. Add the direct cost of work performed by military personnel to subparagraphs a. and b. above. Use the standard daily or hourly rates published in service personnel cost directives. Multiply the number of hours or days worked times the applicable standard rate, plus 32 percent of the total standard rate for enlisted personnel and 20 percent for officers, as prescribed in pertinent Service personnel cost directives. These percentages cover the leave, holidays, and certain other personnel costs not included in the standard rate.
  - d. Increase the sum of subparagraphs a., b., and c. above by 30 percent. This percentage covers costs such as administration, heat, light, and water.
  - e. Increase direct material costs by 3.5 percent as prescribed in pertinent service personnel cost directives for accessorial costs (packing, crating, and handling) of material issued from stock for use in repair of damaged items, if applicable. Add this amount to the sum of subparagraphs a., b., c, and d.
  - f. If subassembly items or parts recovered incident to repair of the damaged article are salvaged, the carrier is entitled to the salvage value of those recovered items/parts, less any costs to process the salvage. Subtract the salvage value from the total repair costs.

# T. PROPERTY NOT TO BE REPAIRED

- 1. If property will not be repaired, either ship the property to the item or inventory manager for disposal or return the material to storage.
- 2. Receiving TOs should obtain itemized estimates of repair costs as soon as possible. Estimates should be prepared and signed by technically qualified personnel who are familiar with labor costs, parts, and overhead.
- 3. The TO must tell the carrier that:
  - a. The property will not be repaired.
  - b. A technically qualified person computed the estimated cost of repair.
  - c. The claim will be settled based on estimated cost.

#### U. PROPERTY NOT TO BE IMMEDIATELY REPAIRED

- 1. When repair delays occur, use the estimated repair cost to establish the measure of damage.
- 2. Estimated repair costs are subject to adjustment when the actual repair charges are determined. The TO must obtain and report the actual cost of repairs to the claims office.
- 3. The claims office will inform the carrier that:
  - a. There will be a delay before the property can be repaired.

- b. A technically qualified person computed the estimated cost of repair.
- c. The DOD is filing its claim based on the estimate.
- d. The carrier should settle the claim based on the estimate, subject to adjustment when actual repair is completed.

#### V. DISPOSITION OR SALVAGE OF DAMAGED PROPERTY

- 1. When a determination is made to salvage the damaged property accepted by the Government, the carrier must be notified of the intent to salvage. If release of the property is not restricted, it may be offered to the carrier. A carrier is entitled to credit for the salvage value of property not released to it. Such credit does not apply if the recoverable amount of the shipment claim under released valuation is less than the Government's actual loss.
- 2. When articles are damaged to the point they must be scrapped, the carrier must be allowed credit for the value of the scrap recovered. When applicable, deduct the cost of processing the salvage for sale from the salvage value.
- 3. The policies for disposal or salvage of carrier-damaged property are contained in transportation, materiel, and security directives. Field activities must arrange to dispose of carrier-damaged property according to their Service directives for handling unserviceable property. The claims office does not furnish disposition instructions or funds for disposition.

# W. DISPOSITION OF CARRIER-DAMAGED PROPERTY MOVING UNDER RELEASED RATES

A carrier's liability for loss or damage to Government property may be limited to the released valuation cited in the carrier's tender or schedule of rates and on the BL. When the BL cites "released valuation," field activities must not release damaged property to carriers for salvage when the released valuation or amount recoverable from the carrier is less than the actual property value.

# X. DISPOSITION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

- 1. Damage to explosives and other dangerous articles, especially where damage cannot be readily noted, present a special situation. Rough handling may require destruction of the entire shipment even though damage to every item may not be visible. Do not give explosives or other dangerous articles to the carrier for salvage.
- 2. Supporting documentation for these special situations consists of:
  - a. A statement that the carrier had the opportunity to reinspect the commodity before its destruction. This does not apply to classified material.
  - b. Evidence (photographs, statements, etc.) showing in detail how the commodity was prepared for shipment (blocked, braced, etc.).
  - c. A statement from technically qualified personnel and supporting evidence, e.g., technical orders, showing destruction is required.
  - d. A statement that the carrier was aware of:
    - (1) The nature of the commodity transported.
    - (2) The possibility the Government might have to destroy the entire shipment after delivery if the commodity was handled roughly.
    - (3) The basis for determining that the commodities were handled roughly.

e. When appropriate and practicable, obtain the carrier's written agreement to the destruction of the commodity or attach a statement that an agreement could not be obtained. Installation commanders, TOs, or freight claim personnel will determine the necessity for such a statement or agreement.

#### Y. DOCUMENTATION REQUIREMENTS

Detailed instructions on proper completion of the TDR are contained in Appendix I. The DOD objective is prompt, equitable settlement of transportation claims. It is imperative the TDR be a comprehensive report of transportation-type discrepancies in shipments of Government property and be supported by documents which establish carrier responsibility. The TO must use logic and sound judgment in determining documents required to support the TDR, since the TO is the primary source of information for the claims office. The TO must document each TDR, based on its own merits, keeping in mind that the claims office requires factual information and documented evidence to determine liability, establish the measure of loss or damage, and file an equitable claim against the carrier. See Chapter 210, Paragraph F, for the minimum supporting documentation needed for TDR submission.

# Z. DISTRIBUTION OF THE TDR FOR CLAIM ACTION

The reporting activity must maintain a copy of all TDRs and supporting documents for future reference. Documents will be maintained and disposed of IAW Service/Agency file retention guidelines. Chapter 210, Paragraph I.3, furnishes distribution guidance.

# AA. RESPONSIBILITY FOR REPORTING TDR CORRECTIVE ACTIONS AND CARRIER PROTESTS TO THE CLAIMS OFFICE

- 1. See Chapter 210 for guidelines on correcting, amending, or canceling a TDR.
- 2. Freight Loss and Damage Claims Reopened. Claims filed by the claims office may be reopened by the carrier, reporting activity, shipper, claims personnel, or by direction of higher authority. Claims personnel must review the protest or evidence that reopens the claim, and determine whether to reinvestigate, amend, sustain, or withdraw the claim. If necessary, claims personnel may request that the reporting activity reinvestigate the discrepancy. When the claims office sends a request to the TO for further investigation, the TO must furnish the requested evidence to claims personnel.
- 3. Carrier Protests. Claims personnel are required to answer carrier requests for documents or reconsideration of the claim. Activities receiving misdirected inquiries must promptly forward them to the appropriate claim office and advise the carrier of the referral. TOs are encouraged to cooperate with carriers to resolve issues locally. However, TOs must refrain from making comments or commitments to carrier agents concerning liability or amount charged for loss or damage.

# BB.FEDERAL CLAIMS COLLECTION ACT OF 1966 (PUBLIC LAW 89-508, 80 STATUTE 308) AND AMENDMENT AS GENERATED BY DEBT COLLECTION ACT OF 1982 (PUBLIC LAW 97-365, 25 OCT 1982)

The revision generated by the Debt Collection Act of 1982 prescribes standards for administrative collection action, and referral of claims to the General Accounting Office or the Department of Justice for litigation, as applicable. TOs receiving inquiries from carriers concerning compromise, litigation, suspension, or termination of collection actions must immediately forward them to the appropriate claim office for processing.

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# **CHAPTER 212**

#### POWERTRACK PROCEDURES

#### A. GENERAL

MRM 15 directed Reengineering of Defense Transportation Documentation and Financial processes. The directive specifically addressed reengineering billing, collection, and payment processes through transition to commercially acceptable practices. Implementation was coordinated between affected DOD installations and the commercial carrier industry. The Deputy Secretary of Defense directed the implementation of US Bank's PowerTrack service to pay for transportation services. DOD contracts and voluntary tenders require the use of PowerTrack, and all DOD cargo movements must be offered only to commercial carriers who utilize PowerTrack as their billing and payment system.

### **B. PROCEDURES**

The procedures that apply to shipments made using US Bank's PowerTrack are contained in this chapter. For questions regarding these business rules, contact USTRANSCOM TCJ5-PT at DSN: 779-1985 or Commercial: 618 229-1985 and the appropriate Service representatives. Procedures are provided for the processing and payment of shipments by all modes with the exception of TWCF shipments shipped via AMC. Note: TWCF procedures are in the process of development. Once completed and approved, they will be included. Mode specific rules are identified where required.

#### C. COMMERCIAL CARRIER PAYMENT PROCEDURES

1. This paragraph outlines the business procedures that apply to the use of PowerTrack as the commercial payment mechanism for transportation of DOD shipments. The following paragraphs detail procedures for shipment booking, documentation, accounting classification review, carrier payment approval, carrier payment, bank payment, dispute resolution, and delinquent accounts procedures. Internal management controls are addressed where appropriate. Rules are provided for the timing of transactions, continuation/validation requirements, exception handling, and other issues that may arise during shipment processing regarding the use of PowerTrack to pay for transportation of commercial carrier cargo. These procedures apply to the Services and Agencies. They address carrier payments and the associated accounting requirements. The use of PowerTrack enables carriers to be paid directly by US Bank. The appropriate DFAS payment center reimburses US Bank for payments made to the carriers on behalf of the US Government.

# 2. Shipment Booking.

a. The shipper TO will enter shipment data into the applicable automated shipper system, or, in the case of fuels shipments, through direct data entry into PowerTrack, Figure 212-1. If the shipper system is down, immediately call the system Help Desk (See Paragraph 2.b below) for instructions. The TO will manually generate a BL and enter the data directly into PowerTrack.

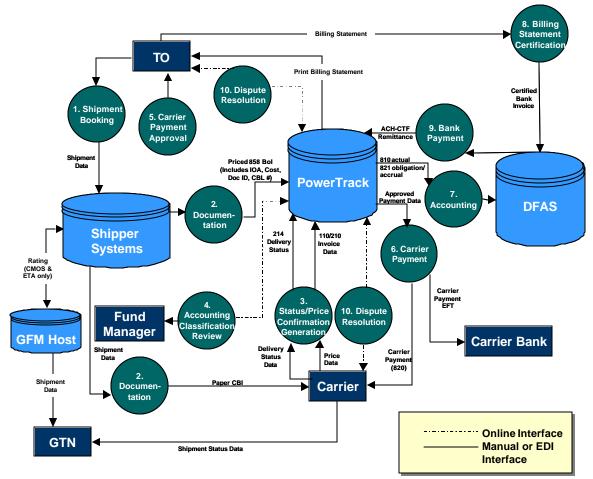


Figure 212-1. Commercial Payment Process Flow Diagram

- b. The TO must enter their shipping site DODAAC or issuing office BLOC when preparing the BL. In the case of sealift shipments, the TO generates an ATCMD, which is subsequently converted to a TCMD in IBS. PowerTrack uses the BLOC or DODAAC to determine to which account the shipment is assigned. For fuels shipments, the Standard Point Location Code (SPLC) identifies the issuing site. If the wrong BLOC, DODAAC or SPLC is entered, the shipment will not be assigned to the correct PowerTrack account. If needed, contact the MTMC GFM Help Desk at 800 336-4906 or the PowerTrack Help Desk at 800 417-1844 for assistance.
- c. If a carrier's proprietary system, e.g., Fed Ex PowerShip®, is used to create the shipment documentation, it is important that the TO cites the proper shipper account that is identified to feed their PowerTrack account. This method is called the carrier invoicing model. In this model, the carrier provides all shipment information to PowerTrack, to include the billing

- account number. If the TO gives the carrier the wrong shipper account, then the transaction will not appear in PowerTrack.
- d. A meter ticket is the only hard copy transportation document provided to the carrier for fuels shipments. The meter ticket is used by the Defense Fuels Supply Point as back-up documentation for audit purposes. The BL is in electronic form only.
- e. When preparing the BL, the TO must enter the Standard Carrier Alpha Code (SCAC) of the carrier to whom the shipment is tendered. This SCAC will be used by PowerTrack to identify the carrier moving the shipment. Contact the MTMC GFM Help Desk at 800 336-4906 or the PowerTrack Help Desk at 800 417-1844 for assistance if the SCAC is unknown. It is important to note that prior to preparing a BL, the TO ensures that the SCAC is included in their PowerTrack site profile as a "trading partner." Carriers not listed as trading partners will cause a BL to "suspend" in PowerTrack, or will result in the shipper system printing a BL. To add a SCAC to their PowerTrack profile, sites will call the PowerTrack Help Desk at 800 417-1844.
- f. TOs will not accept a shipment without proper supporting documentation for financial processing. At a minimum, either a TAC or LOA with the Standard Document Number (SDN) must be provided. For GFM/ETA users, the TAC or LOA or both TAC/LOA transcribed by the TO from the source document or movement request order will be mapped and assigned in the "accounting code" field in PowerTrack and the SDN will be generated automatically during the shipment input process.
- g. The "Bill To:" field of the BL will contain, at a minimum, US Bank PowerTrack. For GFM/ETA users, the "Bill To:" field must contain US Bank PowerTrack, 1010 South 7th Street, Minneapolis, MN 55415. Air Force CMOS users must ensure that the MRM 15 indicator is checked in their Commercial Carrier data screen. This will generate "USBANK" in the "Bill To:" field.

#### 3. Documentation.

a. The TO will print a minimum of two hard copies of the BL or meter ticket: one to file, and one to give to the carrier. (Note: Army TOs will print an additional copy to provide to the Funds Manager (FM).) As noted above, a meter ticket is the only hard copy transportation document provided to the carrier for fuels shipments. The BL is in electronic form only.

#### b. Manifest and pickup:

- (1) The TO will provide a paper BL/manifest/meter ticket to the carrier at pickup.
- (2) The electronic BL data will be transmitted from the shipper system, e.g., CMOS, GFM/ETA, or DSS, to PowerTrack no later than 24 hours after pickup.

#### c. Status/Price Confirmation.

- (1) The carrier will submit a delivery status (or notification of performance, in the case of fuels, Commercial Air Lines of Communication (COMALOC), rail or sealift shipments) to PowerTrack either electronically or manually. The carrier will perform the requested services according to the shipping instructions as specified in the BL and applicable contracts, tenders, and FAR-based contracts. The carrier must report notification of delivery or performance of the shipment to PowerTrack before approval for payment can be made.
- (2) For locally paid accessorial services, e.g., destination charges, the carrier will bill the appropriate TO by creating an associated electronic bill (eBill) in PowerTrack. (Note: An eBill is a tool in PowerTrack that is used to request a debit (from a shipper to a

carrier) or a credit (from a carrier to a shipper). The party initiating the eBill will not be paid until the other party approves it.) Either party can create an eBill. If the TO creates an eBill, he/she will cite the BL number and affix an "alpha code", i.e., 1234A for the first eBill and 1234B for the second, etc. Likewise if the carrier creates an eBill, they will use their Seller Doc ID number and affix an "alpha code." These are identified as linked eBills because the transactions already exist. A linked eBill will use the LOA/TAC of the original BL. Unlinked eBills are eBills without a prior existing transaction in the system. An LOA/TAC must be assigned for unlinked eBills. TOs must review eBills for appropriateness prior to approval.

### 4. Accounting Classification Review.

- a. TOs will not accept a shipment if the shipping document does not contain a valid LOA and SDN or TAC (for the Army, the SDN will be generated during creation of the BL).
- b. FMs may determine, by reviewing shipment information in PowerTrack, that the LOA or TAC entered is incorrect. (For Air Force: FMs from both the local O&M transportation account and the Accounting Liaison Office will coordinate and review shipment information in PowerTrack, to ensure that the LOA or TAC is correct). If the FM determines that an LOA and SDN or TAC must be changed, he/she will contact the TO responsible for the shipment. The TO must then check with the shipper to obtain a valid LOA and SDN or TAC. Action by the TO/shipper correcting the invalid LOA/TAC must be taken within three Government Business Days (GBDs) of being contacted by the FM. Any LOA/TAC errors that are detected prior to the generation of the Billing Statement must be corrected in the PowerTrack shipment record and documented using the PowerTrack Notes function. TOs should take advantage of the "Billing Statement Preview" feature contained in PowerTrack. This feature allows the TO to review and correct the LOA/TAC to a transaction prior to release of the Billing Statement. Errors in the LOA and associated SDN or TAC identified after the Billing Statement has been created must be manually corrected on the Billing Statement and documented in PowerTrack using the Notes function (See Paragraph 6.i.(3)).
- c. The TO/shippers will respond within two GBDs to DFAS payment office inquiries. They will provide necessary data to these offices so the payment office can complete the disbursement process to the US Bank within the parameters allowed by the Prompt Payment Act.

# 5. Carrier Payment Approval.

- a. Payment Requirements.
  - (1) The Services will establish maximum dollar amounts for carrier payment approval. This is referred to as an approval threshold. TOs can assign each individual PowerTrack user within an office a different maximum dollar amount for carrier payment approval. If the BL price on a shipment exceeds a user's maximum, that user will not be able to approve carrier payment. Ensure primary and alternate individuals are designated for various thresholds. TOs must assign an individual who is not involved in payment approving and certifying processes to administer and control PowerTrack profiles. The TO must ensure that payment is approved only for the amount that is determined to be the Government's responsibility to pay.
  - (2) The carrier payment process cannot begin until there is confirmation in PowerTrack that the services have been performed. This event will be the receipt of the carrier posting notification of delivery to PowerTrack or, in the case of COMALOC, sealift or rail shipment, notification of lift. Actual carrier payment will be based on the services requested under the BL.

(3) US Bank will not pay the carrier until notification of delivery (or lift) and TO approval is received. US Bank will pay the carrier only after receiving approval to pay (either manually or automatically, depending upon the business rules set up in PowerTrack).

### b. Automatic Approval of Payment.

- (1) Approval for payment can be made either automatically (if the Auto Approval Option is set up in PowerTrack) or manually. The Auto Approval option business rules in PowerTrack permit a shipper to set up automatic approval criteria by transaction type for each carrier. Depending upon the business rules established, shipments that fall within specific criteria, i.e., below a specified dollar threshold and within a specified tolerance (dollar range or percentage of cost), may be automatically approved for payment. This option reduces workload and allows shippers to concentrate on reviewing items that fall outside a specified range. Designated offices with the Services/Agencies will determine the parameters. TOs may assign a lower maximum automatic approval dollar amount based upon workload and carrier characteristics.
- (2) If a shipment meets the automatic approval price parameters, it will be approved for payment without TO review. If a shipment does not meet the established parameters, the TO will need to manually review the shipment data and approve payment. Specific processes are noted below under "Manual Approval of Payment."
- (3) For those shipments where full payment is contingent upon timely delivery, i.e., some Express shipments, TOs will review reports to identify late shipments that were automatically approved for payment. If an overpayment is discovered prior to the generation and certification of the Billing Statement, the TO must generate an eBill following procedures identified in Paragraph 8 below. If payment for a late shipment was automatically approved, and the discovery occurs after the generation and certification of the Billing Statement, the TO will notify GSA, Office of Transportation and Property Management, Audit Division (FBA), 1800 F Street, NW, Washington, DC 20405-5000, who has post-payment audit responsibility. GSA will then recover these overpayments from the carrier.

# c. Manual Approval of Payment.

- (1) Transactions that are not automatically approved for payment must be approved manually. Wherever possible, a separation of duties should be maintained and the person who approves carrier payment should be different from the person who created the BL.
- (2) The TO must approve payment for the amount they determine the Government is responsible to pay. Overpayments that are detected prior to the Billing Statement being generated will be resolved using the eBill process and documented in PowerTrack Notes for the purposes of invoice certification and post payment examination.
- (3) For shipments that are approved manually, the TO must take one of the following actions within three GBDs after notification of delivery (or lift, depending upon the mode of transportation):
  - (a) Approve the payment.
  - (b) Have the carrier adjust the price, then the TO will approve the payment. (For example, if a shipment is delivered after the RDD, and the price paid is contingent on timely delivery, the TO will have the carrier adjust the price in PowerTrack prior to approval, and record the reason in a PowerTrack Note). TOs cannot adjust

- the billing amount in PowerTrack, only the carriers can. PowerTrack always pays the carriers the amount in the billed column.
- (c) Place on hold and request additional information from carrier, using a PowerTrack Note. The carrier must respond within three GBDs. Note that placing a transaction on "hold" gives the TO an extra three GBDs to research the transaction. If it takes more than three GBDs, recommend the TO put the transaction in "deny" with an explanation note. The "deny" status stops the count performed in "average days in PowerTrack" column of the "approval performance monitor" report.
- (d) Deny payment and record the reason in a PowerTrack Note.
- (4) Once a response from a carrier is received on a hold, the TO has three GBDs to approve or deny payment.
- (5) As noted in 5.c.(3)b above, the TO can update a transaction in PowerTrack before US Bank pays the carrier, either directly in PowerTrack or as an update from the shipper system, e.g., GFM, CMOS, and DSS. In those situations where transactions are updated, the TO that approved the change must attach a Note to the transaction in PowerTrack explaining why the change was made.
- (6) After US Bank has paid the carrier, and prior to the Billing Statement being generated, any changes to price or shipment data must be entered into PowerTrack via the eBill process.

- 6. PowerTrack Billing Statement Certification.
  - a. Procedures for the Certifying Officer (CO) Legislation apply. The responsibilities for certifying officers, accountable officials, and reviewing officials are contained in the Department of Defense Financial Management Regulation (DODFMR) 7000.14-R, Volume 5, Chapter 33, Accountable Officials and Certifying Officers. A certifying official should be a government employee (civil service or active duty military official) supervisor who has knowledge of the subject matter, background or experience in the preparation of a voucher for payment, knowledge of appropriations and other funds and accounting classifications, and knowledge of the payment process. For Navy TOs, a CO must have an original "CO Letter of Designation as a Certifying Officer" and an original DD Form 577, Signature Card, Figure 212-2, on file in DFAS Norfolk. DFAS Norfolk will not process Billing Statements for TOs who do not have these documents on file.

1. NAME (Type or print)	2. PAY GRADE	3. DATE		
4. OFFICIAL ADDRESS				
5. SIGNATURE				
6. TYPE OF DOCUMENT OR PURPOSE FOR WHICH AUTHORIZED				
THE ABOVE IS THE SIGNATURE OF THE AUTHORIZED INDIVIDUAL				
7. NAME OF COMMANDING OFFICER (Type or print)		8. PAY GRADE		
9. SIGNATURE OF COMMANDING OFFICER				
DD Form 577, MAY 88 (EG) Previous ed.	exhausted.	IGNATURE CARD		

Figure 212-2. DD Form 577, Signature Card

- b. TOs should assign an individual who is not involved in payment approving and certifying processes to administer and control PowerTrack profiles.
- c. The CO should utilize the Billing Statement Preview to "work ahead" and start researching Billing Statement entries in advance to speed up the certification process. Continuing to access the Billing Statement Preview throughout the month will allow certification reviews to be made daily, which will spread the certification workload throughout the month.
- c. At a minimum, sites will review the Billing Statement Preview no less than 48 business hours prior to the statement cycle date for the purpose of identifying any transactions that do not have a TAC/LOA or belong to the site account, i.e., "foreign transactions". Any such discrepancies noted must immediately be corrected. Transactions that do not belong to the site account must be reported to the PowerTrack Customer Operations Help Desk for investigation and resolution. US Bank will make every effort to resolve these issues before the Billing Statement cycle occurs.
- d. If transactions not belonging to the site account (foreign transactions) are not discovered until after the Billing Statement has been created and certified, the shipper organization/agency must notify US Bank no later than 60 calendar days of the closeout of the Billing Statement

- containing the disputed transactions. This notification of transaction dispute must be followed up in writing to US Bank with a copy to the applicable Service/Agency HQ.
- e. Errors discovered in accounting classifications can be corrected in the shipment record directly in PowerTrack up to the date of the Billing Statement production. Any LOA or TAC conversion errors must be corrected in the PowerTrack shipment record if possible, and documented, using the Notes function. Errors identified after the Billing Statement is created must be manually (pen and ink) corrected on the Billing Statement, and documented in PowerTrack with a Note.
- f. The Billing Statement must be accessed through the PowerTrack website (<a href="https://www.powertrack.usbank.com/powertrack/">https://www.powertrack.usbank.com/powertrack/</a>). The Billing Statement should be available no later than two GBDs after the 15th of the month. The CO will print the Billing Statement as soon as it is available, and will stamp the actual availability date on the Billing Statement.
- g. The CO must review the Account Activity noted in the upper portion of each Billing Statement for past due amounts. DFAS will respond within three GBDs to the Certifying Officer/TO. Past due amounts equate to late payments to US Bank and must be resolved between the appropriate DFAS payment center and US Bank. US Bank considers PowerTrack accounts delinquent when any dollar amount is aged beyond two Billing Statement cycles. Accounts with delinquent amounts aged beyond three cycles from the current statement cycle will be inactivated until payment is made to bring it current. While shipments can still be processed in shipper systems, and TOs will still be able to access their PowerTrack accounts and approve payments to carriers, US Bank will not make those payments to the carriers until the account has been paid current and reinstated.
- h. The CO will review the Billing Statement from the US Bank to ensure that it reflects the actual carrier payments and transactions posted belong to the site. These transactions can be viewed in both the "Line Level Detail-Download" and are also individually listed in the "Transaction Detail-HTML" portion of the Statement. The download selections of the Billing Statement are in Excel format. The CO will accomplish a prepayment review as required by the DODFMR 7000.14-R, Volume 5, Chapter 33.
- i. The CO certifies the Billing Statement. After signing the Billing Statement certification form, he/she routes it through other office(s) for review if required by Service HQ, i.e., local finance service office or higher HQ. A copy of the annotated Line Level Detail will be printed and attached to the Billing Statement prior to forwarding to the appropriate DFAS payment center, if required. The Billing Statement must be sent to the appropriate DFAS payment center in sufficient time (but no later than five GBDs of the close of the billing cycle) to allow DFAS to process it for payment, receive a refund for early payment, and avoid penalties under the Prompt Payment Act. (See Paragraph 7.c) The CO should retain a copy of the certified Billing Statement for records keeping and audit purposes.
  - (1) One Billing Statement will be created per TO.
  - (2) Prior to certification of the Billing Statement, the CO will review sampled LOAs and SDNs according to DODFMR 7000.14-R, Volume 5, Chapter 33, to ensure they are valid based on supporting automated documentation.
  - (3) If the Billing Statement is missing the shipper's appropriation or the appropriation is apparently incorrect, the CO will contact the shipper/activity FM to resolve the discrepancy. When notified, the TO will prepare a Note in PowerTrack documenting the actions taken to establish the correct appropriation, and the CO will make manual

corrections to the Billing Statement and certification form (and supporting Line Level Detail, if required by the Service).

(4) Designated DFAS payment centers (for addresses go to <a href="http://www.dfas.mil/">http://www.dfas.mil/</a>):

Navy DFAS-Norfolk
Marine Corps DFAS-Kansas City
Army DFAS-Indianapolis
Air Force DFAS-See Appendix J
DLA DFAS-Columbus

j. After mailing the Billing Statement to DFAS, Navy TOs will also report submission of their Billing Statement in the Naval Transportation Support Center (NAVTRANS) website, <a href="https://www.navpwrtrk.navy.mil/">https://www.navpwrtrk.navy.mil/</a> to include means of delivery, i.e., FedEx, and tracking number.

# 7. Bank Payment.

- a. The Billing Statement is provided as Statement Summary –HTML, Line Level Download, Transaction Detail HTML and Transaction Detail Download options. Download options are listed in Excel format. The Summary Billing Statement provides an overview of account activity and transaction billing information summarized at the LOA level. Depending on Service/Agency requirements for input into the shipper system, the LOA may or may not include the SDN. The line level detail lists all the transactions that were paid during the statement cycle and shows the carrier, BL number, date, shipment origin, destination, and freight cost. Navy TOs or certifiers will submit only the Statement Summary along with Prompt Payment Certification and Deduction, (Form) Figure 212-3, to DFAS.
- b. If the DFAS payment office receives a certified Billing Statement with an LOA that fails edit in the entitlement system because of insufficient obligations, and all attempts to reconcile fail, DFAS will assign the Service/Agency alternate LOA to the billed value and notify the Service/Agency HQ POC.
- c. The terms of the contract with US Bank are Net 15 days. Prompt Payment Act interest begins to accrue 15 days after the date the Billing Statement is made available to Certifying Officials. It is imperative Certifying Officials complete their review and certification of the Billing Statement within three days of its availability. Additionally, there is a contractual incentive that provides the DOD with a rebate when all payments are made in less than 30 days. The faster that payments are made to the US Bank, the more refund dollars the DOD could realize. DFAS will track and distribute appropriation refunds returned to DOD via this process.

PROMPT PAYMENT CERTIFICATION AND DEDUCTION (DATES MUST BE IN YY-MM-DD FORMAT)		
INVOICE DATE:		
DATE INVOICE RECEIVED BY CERTIFYING ACTIVITY:		
DATE FORWARDED FOR PAYMENT:		
GROSS AMOUNT OF INVOICE:		
AMOUNT CERTIFIED FOR PAYMENT:		
ACCOUNTING DATA:		
CERTIFYING ACTIVITY'S UIC/DODAAC:		
DEDUCTION AMOUNT:		
REASON FOR DEDUCTION:		
CONTRACT NUMBER (PIIN): <u>N00189-99-C-0069</u>		
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ACCOUNTING DAT ACCURATE, AND THE ATTACHED INVOICE IS CORRECT AND PROPER FOR		ED IS
(SIGNATURE)		(DATE)
(PRINTED NAME AND TITLE)		
(ACTIVITY)	( PHONE	NUMBER)
(E-MAIL ADDRESS)	( FAX	NUMBER)

Figure 212-3. Prompt Payment Certification and Deduction

#### 8. Dispute Resolution.

- a. The following guidelines will be followed regarding the creation of eBills for resolving under/overpayments:
  - (1) A carrier may make a price adjustment before payment is approved in PowerTrack. The carrier should explain the reason for that adjustment in a PowerTrack Note. If the carrier payment has already been approved, the carrier may submit an eBill up to 16 months after payment. A billing dispute must first go through the eBill process before requesting a price adjustment using the dispute process available through the dispute resolution office, i.e., MTMC Operations Center or AMC Contracting. At a minimum, a request to the MTMC Operations Center must include: POC information (name, phone number, electronic mail (e-mail) address), origin BLOC, BL number, Shipment Routing ID (from applicable service shipper system), and statement of the problem or issue. The request may be e-mailed to CostQuestions@mtmc.army.mil or mailed to the MTMC Operations Center, MTOP-GD-CS, 661 Sheppard Place, Ft Eustis, VA 23604-5000, DSN: 826-7481; Commercial: 757 878-7481. If this action fails to resolve the dispute,

the final level of dispute adjudication will be the GSA, Office of Transportation and Property Management, Audit Division (FBA), 1800 F Street, NW, Washington, DC 20405-5000. Price disputes that cannot be resolved by the AMC contracting officer will be forwarded to the General Services Board of Contract Appeals, 1800 F Street NW, Washington, DC 20405-5000 for resolution.

- (2) Either the TO or the carrier can submit an eBill. After the eBill is submitted to PowerTrack, the other party will have three GBDs to respond.
- (3) The TO must take one of the following actions within three GBDs of receiving an eBill from the carrier:
  - (a) Approve payment.
  - (b) Deny payment (remarks documented in a PowerTrack Note required indicating why payment was denied).
  - (c) Hold payment (remarks required requesting clarification or more information).
- (4) The carrier must take one of the following actions within three GBDs of receiving an eBill from the TO:
  - (a) Approve for credit.
  - (b) Deny credit (remarks using the Notes function to indicate why credit was denied).
  - (c) Hold credit (remarks using the Notes function required requesting clarification or more information).
- b. When the TO or carrier creates an eBill, reference will be made to the original BL (or carrier shipment) number or the user will append sequential letters to the BL (or carrier shipment) number for each eBill created. For example, if the BL (or carrier shipment) number is MC9912345, the first eBill will be assigned the identifier of MC9912345A, the second eBill will be assigned the identifier of MC9912345B, etc.
- c. Price disputes that cannot be resolved between the TO and the carrier after 60 days will be forwarded to MTMC Operations Center (or the AMC Contracting Officer for COMALOC disputes) for resolution. Follow procedures identified in Paragraph 8.a above.
- d. Any adjustments in the original payment estimate must be documented in a PowerTrack Note for the purposes of invoice certification and post payment examination.

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